

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AMENDED*
AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 8, 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 JUNE 13, 2019 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. APPROVAL OF UPCOMING BOND ISSUANCES INCLUDING POINCIANA PARKWAY

Lisa Lumbar, Chief Financial Officer and Brent Wilder, PFM Financial Advisors LLC
(action item)

2. NORTHEAST CONNECTOR EXPRESSWAY EXTENSION (CORRIDOR I) CONCEPT, FEASIBILITY & MOBILITY STUDY – Glenn Pressimone, *Chief of Infrastructure and Ralph

Bove, Volkert, Inc. (action item)

3. ADOPTION OF STRATEGIC PLAN – Michelle Maikisch, Chief of Staff/Public Affairs Officer

(action item)

4. VISITOR TOLL PASS PROGRAM UPDATE – Jim Greer, Chief of Technology and Operating

Officer (info. item)

(CONTINUED ON PAGE 2)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
June 13, 2019

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

Board Members Present:

Jay Madara, Gubernatorial Appointment (Chairman)
Mayor Buddy Dyer, City of Orlando (Treasurer)
Mayor Jerry Demings, Orange County
Commissioner Fred Hawkins, Jr., Osceola County
Andria Herr, Gubernatorial Appointment
Commissioner Betsy VanderLey, Orange County

Board Members Appearing by Phone:

S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present:

Commissioner Brenda Carey, Seminole County (Vice Chairman)
Commissioner Leslie Campione, Lake County
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 9:03 a.m. by Chairman Madara.

B. PUBLIC COMMENT

- David Bottomlee, East Orlando Resident
- Valerie Anderson, President of Friends of Split Oak

Mayor Demings was not in the room. Therefore, for quorum purposes the agenda was taken out of order.

E. REPORTS

1. CHAIRMAN'S REPORT

- This year's work plan seeks to reinvest nearly \$2.5 billion dollars back into Central Florida's regional beltway, creating significant economic opportunities for residents, reducing congestion in one of the fastest growing and most visited destinations in the United States and securing Central Florida as a global leader in transportation innovation and sustainability.
- There are two public hearings for two project studies scheduled this Summer:
 - The public hearing for the Lake/Orange County Connector PD&E study begins at 5:00 p.m. on Thursday, June 27th at Bridgewater Middle School.
 - The public hearing for the Poinciana Parkway Extension PD&E study is slated for late August.

Your input is very important to this Board. Interested community members are encouraged to attend.

- There will not be a Board meeting in July. The next Board meeting is scheduled for August 8th.

2. TREASURER'S REPORT

Mayor Dyer reported that total revenues year-to-date as of April were \$393,151,020, which is 2.5% over projection and 8.8% over prior year.

Total Operations, Maintenance and Administration expenses were \$67.2 million year-to-date, which is 3.9% 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:

- CFX Sanford Airport Parking project; and
- Orlando Airport Visitor Toll Pass program.

F. REGULAR AGENDA ITEMS

1. FLORIDA DEPARTMENT OF TRANSPORTATION

Chairman Madara announced that Kevin Thibault, Secretary of the Florida Department of Transportation, was not able to be at today's meeting.

Discussion ensued regarding the benefits to residents and visitors of transferring state-owned regional toll roads to CFX.

By consensus the Board instructed staff to draft Resolutions from this board's local government jurisdictions in support of the transfer of the state-owned regional expressways to CFX.

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

2. VIRGIN TRAINS USA

Director of Engineering Glenn Pressimone provided the history of the Virgin Trains project. Adrian Share, Executive Vice President of Virgin Trains USA provided details and an update on the project.

Questions and comments were made by the Board members.

Mayor Demings walked in at 9:22 a.m.

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

The Chairman continued with the regular agenda.

C. APPROVAL OF MINUTES

1. A motion was made by Ms. Herr and seconded by Commissioner Hawkins to approve the April 11, 2019 Board Meeting Minutes as presented. The motion carried unanimously with six (6) members present voting AYE by voice vote plus one (1) member, Mr. Scheeringa

voting AYE by phone. Commissioner Carey, Commissioner Campione and Commissioner Smith were not present.

2. A motion was made by Commissioner Hawkins and seconded by Mayor Dyer to approve the April 11, 2019 Board Workshop Minutes as presented. The motion carried unanimously with six (6) members present voting AYE by voice vote plus one (1) member, Mr. Scheeringa voting AYE by phone. Commissioner Carey, Commissioner Campione 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 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
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)

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

A motion was made by Mayor Dyer and seconded by Mayor Demings to approve the Consent Agenda as presented. The motion carried unanimously with six (6) members present voting AYE by voice vote plus one (1) member, Mr. Scheeringa voting AYE by phone. Commissioner Carey, Commissioner Campione and Commissioner Smith were not present.

F. REGULAR AGENDA ITEMS

3. POINCIANA PARKWAY EXTENSION PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

Director of Engineering Glenn Pressimone provided details and an update on the Project Development & Environment Study for the Poinciana Parkway Extension.

Mr. Pressimone introduced Clif Tate, with Kimley-Horn. Mr. Tate serves as the consultant project manager on the project.

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

4. GENERAL COUNSEL POSITION

The Board members discussed the reporting structure and the process for the hiring of the General Counsel position.

A motion was made by Chairman Madara and seconded by Mayor Dyer to change the reporting structure of the General Counsel Position to report to the Executive Director with a dotted line and knowing full well that there is an open line of communications to the Board. The motion carried unanimously with six (6) members present voting AYE by voice vote plus one (1) member, Mr. Scheeringa voting AYE by phone. Commissioner Carey, Commissioner Campione and Commissioner Smith were not present.

A motion was made by Chairman Madara and seconded by Commissioner VanderLey for the Search Committee to be made up of Jay Madara, Board Chairman; Laura Kelley, Executive Director; and Evelyn Wilson, Human Resources Department, with full autonomy to move forward to vet all interested candidates and bring the final position and recommendation to the Board for approval. The motion carried unanimously with six (6) members present voting AYE by voice vote plus one (1) member, Mr. Scheeringa voting AYE by phone. Commissioner Carey, Commissioner Campione and Commissioner Smith were not present.

5. CFX REPRESENTATIVE FOR TEAMFL

Mr. Scheeringa hung up at 10:22 a.m.

A motion was made by Chairman Madara and seconded by Mayor Dyer to appoint Commissioner VanderLey as the CFX Board Representative to TEAMFL. The motion carried unanimously with six (6) members present voting AYE by voice vote. Commissioner Carey, Commissioner Campione, Commissioner Smith and Mr. Scheeringa were not present.

6. APPROVAL OF AUDIT COMMITTEE MEMBER REAPPOINTMENT

A motion was made by Chairman Madara and seconded by Commissioner Hawkins to approve the reappointment of Chairman Madara's nominee, Megan Zee to the Audit Committee. The motion carried unanimously with six (6) members present voting AYE by voice vote. Commissioner Carey, Commissioner Campione, Commissioner Smith and Mr. Scheeringa were not present.

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, presented the Budget – FY 2020 Operations, Maintenance & Administration Budget/FY 2020 through FY 2024 Five-Year Work Plan for approval.

A motion was made by Commissioner Hawkins and seconded by Mayor Dyer for approval of fiscal year 2020 Operations, Maintenance and Administration Budget and fiscal years 2020-2024 Five-Year Work Plan. The motion carried unanimously with six (6) members present voting AYE by voice vote. Commissioner Carey, Commissioner Campione, Commissioner Smith and Mr. Scheeringa were not present.

8. **CFX E-PASS PHONE APPLICATION DEPLOYMENT**

Laura Kelley, Executive Director announced the deployment of the CFX E-PASS Phone Application in July and played a video demonstrating its use.

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

G. **BOARD MEMBER COMMENT**

The following Board members provided comments:

- Mayor Demings
- Chairman Madara

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.

DRAFT

D.

Consent Agenda

CONSENT AGENDA
August 8, 2019

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 408-628 ION Electric, LLC \$ 56,156.15
 - b. Project 528-131 SEMA Construction, Inc. \$ 27,585.20
 - c. Project 408-128 The Lane Construction, Corp. \$ 334,417.72
 - d. Project 429-753 Atlantic Civil Constructors Corp. (\$ 51,361.35)
2. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road, Project 528-143, Contract No. 001530
3. Approval of Contract Award to McShea Contracting, LLC for Systemwide Retro-Reflective Pavement Marking, Project 599-736A, Contract No. 001566 (Agreement Value: \$102,760.00)

ENGINEERING

4. Approval of Supplemental Agreement No. 2 with RS&H, Inc. for the Project Development & Environment Re-Evaluation Study of the Osceola Parkway Extension, Project 599-223, Contract No. 001250 (Agreement Value: not-to-exceed \$138,051.04)
5. Approval of Supplemental Agreement No.1 with RS&H, Inc. for Additional Design Services for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project 417-142, Contract No. 001313 (Agreement Value: not-to-exceed \$1,172,647.69)
6. Approval of Contract Award to Inwood Consulting Engineers, Inc. for Design Consulting Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road, Project 417-151, Contract No. 001394 (Agreement Value: not-to-exceed \$5,000,000.00)
7. Approval of Nadic Engineering Services, Inc. as a Subconsultant for the Design Consultant Services for SR 429 Widening from West Road to SR 414 Contract with Moffatt & Nichol, Inc., Project 429-153, Contract No. 001396
8. Approval of Final Ranking and Authorization for Fee Negotiations for Project Development and Environment Study for the Osceola Parkway Extension from Cyrils Drive to Nova Road (CR 532), Project 599-228, Contract No. 001546

FINANCE

9. Approval of First Contract Renewal with Nelson Mullins Riley & Scarborough, LLP for Bond Counsel Services, Contract No. 001476 (Agreement Value: \$275,000.00)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10. Authorization to Execute an Engagement Letter with Shutts and Bowen, LLP for Issuer's Counsel Services, Contract No. 001591 (Agreement Amount: \$220,000.00)

HUMAN RESOURCES

11. General Counsel Recruitment Process

LEGAL

12. First Amendment to Agreement with Sprint Communications Company L.P. relating to the 1984 Indenture, Project 528-1240, Contract No. 001240

MAINTENANCE

13. Approval of Red Hawk Fire & Security, LLC and Lambert Holdings, Inc. d/b/a B&C Pest Solutions as Subcontractors for the Facilities Maintenance Services Contract with DBI Services/Infrastructure Corporation of America, Contract No. 001150
14. Approval of Arrive Alive Traffic Control, LLC as a Subcontractor for the Roadway and Bridge Maintenance Services Contract with Jorgensen Contract Services, LLC, Contract No. 001151
15. Approval of Taylor's Custom Services, LLC as a Subcontractor for the SR 429/SR 414 Roadway and Bridge Maintenance Services Contract with DBI Services, Contract No. 001152
16. Approval of First Contract Renewal with Rockhopper Services, Inc. for Systemwide Aquatic Vegetation Control Services, Contract No. 001412 (Agreement Value: \$200,400.00)

TECHNOLOGY/TOLL OPERATIONS

17. Approval of Fourth Contract Amendment with TransCore, LP for Toll System Upgrade, Contract No. 001021 (Agreement Value: \$1,762,776.81)
18. Approval of Supplemental Agreement No. 2 with TC Delivers, Inc. for Toll Operations Printing and Mailing Services, Contract No. 001085 (Agreement Value: not-to-exceed \$900,000.00)
19. Ratification of Purchase of Transponders and Approval to Purchase Additional Transponders from TransCore, LP (Agreement Value: \$320,400.00 and not-to-exceed \$8,780,740.00)
20. Approval of Purchase Order to SHI International Corp. for Microsoft Server Operating System Licenses (Agreement Value: not-to-exceed \$69,055.80)

TRAFFIC OPERATIONS

21. Approval of Third Contract Renewal with Kapsch TrafficCom Transportation NA, Inc. for Maintenance of ITS Infrastructure, Contract No. 001283 (Agreement Value: \$1,624,998.99)

The following item is for information only:

22. The following is a list of advertisement(s) from May 31, 2019 through July 24, 2019:
 - a. Construction Engineering and Inspection (CEI) Services for SR 417 Widening from I-Drive to Landstar Blvd.
 - b. Data Server Travel Time System Operations and Maintenance Support
 - c. Systemwide Retro-Reflective Pavement Marking (RPM) Replacement
 - d. SR 528, SR 429, SR 451 and SR 414 Landscape Maintenance
 - e. Systemwide Landscape Wildflower Program
 - f. Rapid Response Agreement for Asphalt

The following item is for information only and is subject to change:

23. The following is a list of future advertisement(s):
 - a. SR 528 Widening Narcoossee to SR 417 – Design
 - b. SR 414 Direct Connection – PD&E
 - c. Osceola-Brevard Connector – CF&M
 - d. SR 408 Operational Improvements – Design
 - e. SR 417-149 Landstar Blvd. to Boggy Creek – CEI
 - f. Systemwide Coatings - CEI

**CONSENT AGENDA ITEM
#1**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

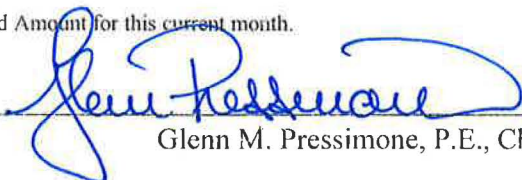
DATE: July 18, 2019

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 (\$) August 2019	Total Amount (\$) to Date*	Time Increase or Decrease
408-628	ION Electric, LLC	SR 408 Guide Sign Replacement	\$ 4,222,831.88	\$ 38,048.69	\$ 56,156.15	\$ 4,317,036.72	0
528-131	SEMA Construction, Inc.	SR 528 Econlockhatchee River Bridge Replacement	\$ 17,777,000.00	\$ 171,706.55	\$ 27,585.20	\$ 17,976,291.75	0
408-128	The Lane Construction Corp.	SR 408 Widening, SR 417 to Alafaya Trail	\$ 76,299,999.00	\$ 1,752,548.70	\$ 334,417.72	\$ 78,386,965.42	0
429-753	Atlantic Civil Constructors Corp.	SR 429 Kelly Park Rd. Turn Lane & Plant St. Interchange Ramps Resurfacing	\$ 954,213.96	\$ -	\$ (51,361.35)	\$ 902,852.61	0
TOTAL					\$	366,797.72	

* Includes Requested Amount for this current month.

Reviewed By: 
Glenn M. Pressimone, P.E., Chief of Infrastructure

Project 408-628: SR 408 Guide Sign Replacements
ION Electric, LLC
SA 408-628-0819-02

Added Mile Post Signs

Plan Revision 1 added mile post signs throughout the project. This revision also adjusted several other contract pay item quantities.

ADD THE FOLLOWING ITEMS:

Single Post Sign, F&I, Less Than 12 SF	\$ 1,370.88
Single Post Sign, F&I, 12-20 SF	\$ 4,141.32
Single Post Sign, F&I, Less Than 12 SF, Barrier Mount	\$ 3,129.56
Single Post Sign, F&I, 12-20 SF, Barrier Mount	\$ 16,645.50
Single Post Sign, F&I, Less Than 12 SF, Wall Mount	\$ 10,644.26
Single Post Sign, Relocate	\$ 1,828.95
	<u>\$ 37,760.47</u>

MODIFY THE FOLLOWING ITEMS:

Single Post Sign, F&I, 51-100 SF	\$ (3,014.90)
Sign Panel Overlay, 16-100 SF	\$ 1,109.39
	<u>\$ (1,905.51)</u>

Subtotal: Added Mile Post Signs \$ 35,854.96

Coat Sign Assemblies

Provide a black powder coat finish for contract sign assemblies located within City of Orlando limits to match the existing aesthetics on SR 408 in this area.

ADD THE FOLLOWING ITEM:

Black Powder Coat Aesthetic Treatment (LS)	\$ 20,301.19
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TOTAL AMOUNT FOR PROJECT 408-628 **\$ 56,156.15**

Project 528-131: SR 528 Econlockhatchee River Bridge Replacement
SEMA Construction, Inc.
SA 528-131-0819-008

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 Cable, SM, 72 Fiber, F&I	\$	10,357.20
Fiber Optic Fusion Splice	\$	12,628.00
Fiber Optic Splice Enclosure, Re-Entry	\$	1,200.00
Fiber Pull Box, F&I	\$	3,400.00
	\$	<u>27,585.20</u>

TOTAL AMOUNT FOR PROJECT 528-131 **\$ 27,585.20**

**Project 408-128: SR 408 Widening, SR 417 to Alafaya Trail
The Lane Construction Corp.
SA 408-128-0819-07**

Lake Kehoe Landscape & Irrigation Restoration

The plans include widening at the existing SR 408 Bridges over Lake Kehoe Blvd. This work requires clearing and replacing the Lake Kehoe community's existing landscaping located within the project right of way.

ADD THE FOLLOWING ITEM:

Lake Kehoe Landscape & Irrigation Restoration \$ 155,542.50

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments are made only if the current month fuel price is greater or less than 5% of the bid/base fuel price. In accordance with the terms of the contract, the Engineer has calculated fuel adjustments for the project for the period of October 2017 through May 2019. During this period of time, \$61,349,817.41 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Adjustments through May 2019 \$ 107,140.45

Bituminous Adjustments

The contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month bituminous price is greater or less than 5% of the bid/base price. In accordance with the terms of the contract, the Engineer has calculated the adjustments for the project for the period of October 2017 through May 2019. During this period of time, \$3,069,870.55 of asphalt construction requiring bituminous price adjustment was performed/produced.

ADD THE FOLLOWING ITEM:

Bituminous Adjustments through May 2019 \$ 71,734.77

TOTAL AMOUNT FOR PROJECT 408-128

\$ 334,417.72

Project 429-753: SR 429 Kelly Park Rd. Turn Lane & Plant St. Interchange Ramps Resurfacing
Atlantic Civil Constructors Corp.
SA 429-753-0819-01

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.

DECREASE THE FOLLOWING ITEMS:

Maintenance of Traffic for Roadway Repair Contingency	\$	(10,677.90)
Portable Changeable Message Sign, Temporary	\$	(494.50)
Roadway Repair, Emergency Base Repair Contingency	\$	(14,066.55)
Guardrail End Treatment, Parallel Approach Terminal	\$	(3,000.00)
Conduit, F&I, Open Trench	\$	(31.50)
Pull & Splice Box, Relocate	\$	(1,228.50)
Single Post Sign, F&I, Ground Mount, 12-20 SF	\$	(1,495.00)
Retro-Reflective Pavement Marker	\$	(156.40)
Thermoplastic, Preformed, White, Solid, 12" for Crosswalk	\$	(270.00)
Thermoplastic, Preformed, White, Solid, 24" for Stop Line & Crosswalk	\$	(3,090.00)
Thermoplastic, Standard, Open Graded Asphalt Surfaces, White, Solid, 6"	\$	(12.67)
Preformed Tape, HP, White, Solid, 18"	\$	(972.00)
Preformed Tape, HP, White, Skip, 12"	\$	(443.52)
Allowance for Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	(38,291.23)
	\$	<u>(79,229.77)</u>

INCREASE THE FOLLOWING ITEMS:

Arrow Board/Advance Warning Arrow Panel	\$	147.00
Superpave Asphaltic Concrete, Traffic Level C	\$	2,180.00
Superpave Asphaltic Concrete, Traffic Level C, PG 76-22	\$	477.00
Asphaltic Concrete Friction Course, FC-5, PG 76-22, Black Granite	\$	2,980.00
Asphaltic Concrete Friction Course, FC-12.5, Traffic C, PG 76-22, Black Granite	\$	8,921.85
Miscellaneous Asphalt Pavement	\$	3,035.50
Performance Turf, Sod	\$	1,245.09
Loop Assembly, F&I, Type F	\$	1,466.66
Delineator, Flexible Tubular	\$	144.81
Thermoplastic, Standard, Other Surfaces, White, Solid, 8"	\$	1,351.68
Preformed Tape, HP, White, Solid, 8"	\$	1,386.00
Preformed Tape, HP, Yellow, Solid, 6"	\$	1,366.20
Preformed Tape, HP, Yellow, Solid, 8"	\$	697.13
Preformed Tape, HP, Yellow, Solid, 18"	\$	1,320.00
Preformed Tape, HP, White/Black Contrast, Solid, 9"	\$	265.50
Preformed Tape, HP, White/Black Contrast, Skip, 9"	\$	884.00
	\$	<u>27,868.42</u>

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (51,361.35)


TOTAL AMOUNT FOR PROJECT 429-753 \$ **(51,361.35)**

**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 22, 2019

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road Project 528-143, Contract No. 001530

Letters of Interest for the referenced project was advertised on March 10, 2019. Responses were received from three (3) firms by the deadline. Those firms were A2 Group, Inc., CDM Smith, Inc. and RK&K.

The Evaluation Committee unanimously agreed to shortlist the firms.

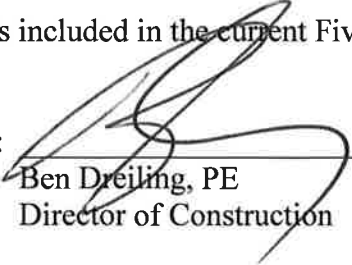
Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on May 6, 2019. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The results of that process was as follows:

<u>Ranking</u>	<u>Firm</u>
1	RK&K
2	CDM Smith, Inc.
3	A2 Group, Inc.

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

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

Reviewed by:


Ben Dreiling, PE
Director of Construction

LOI-001530 Technical Review Committee Meeting May 6, 2019 Minutes

Technical Review Committee for Construction Engineering and Inspection (CEI) Consultant Services for SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road; Contract No. 001530, held a duly noticed meeting on Monday, May 6, 2019 at 9:00 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

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

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

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

A2 Group, Inc.	9:00 – 9:35 a.m.
CDM Smith, Inc.	9:45 – 10:20 a.m.
RK&K	10:30 – 11:05 a.m.

Evaluation Portion:

The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. 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>
A2 Group, Inc.	7	3
CDM Smith, Inc.	6	2
RK&K	5	1

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Ben Dreiling reviewed and approved the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 11:13 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, May 6, 2019, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams

Approved by:


Ben Dreiling

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CONSULTANT SERVICES FOR SR 528/SR436 INTERCHANGE IMPROVEMENTS
AND SR 528 WIDENING FROM SR 436 TO GOLDENROD ROAD

CONTRACT NO. 001530

CONSULTANT	Jack Burch Score	Ben Dreiling Score	Joe Berenis Score	TOTAL SCORE	RANKING
A2 Group, Inc.	3	3	1	7	3
CDM SMITH, INC.	2	1	3	6	2
RK&K	1	2	2	5	1


EVALUATION COMMITTEE MEMBERS:



Monday, May 6, 2019



Monday, May 6, 2019




Monday, May 6, 2019

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 22, 2019

SUBJECT: Approval of Contract Award to McShea Contracting, LLC for
Systemwide Retro-Reflective Pavement Marking (RPM)
Project 599-736A, Contract No. 001566

An Invitation to Bid was advertised on June 9, 2019. Response to the Invitation was received from one contractor by the July 2, 2019 deadline. As required by the Procurement Procedures Manual, a discussion was held with the Chief of Infrastructure to review CFX's options when less than three bids are received. It was decided that a re-bid would not yield additional responses and the bid was within the established tolerances, also there were no irregularities that would result in the bid being rejected. Bid result was as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. McShea Contracting, LLC	\$102,760.00

The Engineer's Estimate for this project is \$118,491.20.

The Engineer of Record for Project 599-736A has reviewed the low bid submitted by McShea Contracting, LLC and determined that the low bid unit prices are not unbalanced.

This project consists of providing all labor, materials, equipment and incidentals necessary to replace retro-reflective pavement markers at various locations systemwide.

The Procurement Department has evaluated the bids and has determined the bid from McShea Contracting, LLC to be responsible and responsive to the bidding requirements. Board award of the contract to McShea Contracting, LLC in the amount of \$102,760.00 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
McSHEA CONTRACTING, LLC**

**SYSTEMWIDE RETRO-REFLECTIVE
PAVEMENT MARKING (RPM) REPLACEMENT**

**PROJECT 599-736A
CONTRACT NO. 001566**

**CONTRACT DATE: AUGUST 08, 2019
CONTRACT AMOUNT: \$102,760.00**

**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

**SYSTEMWIDE RETRO-REFLECTIVE
PAVEMENT MARKING (RPM) REPLACEMENT**

PROJECT 599-736A, CONTRACT NO. 001566

AUGUST 2019

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	(See General Specifications Table of Contents for listing of individual specifications sections.)	
P	PROPOSAL	P-1 to P-8
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

Attached compact disk contains the following and are incorporated herein

TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-2
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-5
	(See Special Provisions Table of Contents for listing of each special provision.)	

Plans

CONTRACT

This Contract No. 001566 (the "Contract"), made this 8th day of August, 2019, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and McShea Contracting, LLC, of 508 Owen Ave., N. Lehigh Acres, FL. 33971, 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 599-736A, Systemwide Retro-Reflective Pavement Marking (RPM) Replacement, 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 \$102,760.00. This Contract was awarded by the Governing Board of CFX at its meeting on August 08, 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: _____

McShea Contracting LLC

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

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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.

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

- (b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.
- (c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

- (d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

- (1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

- (i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work; provided, however, that such payment for additional bond will only be paid upon presentment to CFX of clear and convincing proof that the Contractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. Should the Contractor elect to provide subguard coverage in lieu of requiring a bond from a sub, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

- (ii) The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

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(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for time extension due to delay of a controlling work item caused solely by CFX is, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor to be.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in

accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.2.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.2.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.2.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the

limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.2.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

- a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,
- b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,
- c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.2.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

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2.3.3 Connections to Existing Pavements, Drives and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Design Standards identified in the Contract Documents.

2.3.4 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

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- 2.3.5 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

- 2.3.6 Cost Savings Initiative Proposal

2.3.6.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. CFX will not recognize the Contractor's elimination of work, or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.6.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.
5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.6.3 Processing Procedures: The Contractor shall submit five (5) copies of the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.6.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.6.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX

requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT and AASHTO criteria requirements including bridge loading ratings.

2.3.6.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.6.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any: issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or design standard indexes or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such

notice by the Contractor, and the fact that CFX has kept account of the labor, Materials and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless

CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;

- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims For Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

- a. Loss of profit, incentives, or bonuses;
- b. Any claim for other than Extra Work or delay;
- c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
- d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
- e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

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2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;

7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be

removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Design Standards are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Drawings shall be prepared or reproduced on permanent material made for the purpose, such as tracing cloth, plastic, mylar or xerographic bond paper, hereafter referred to as masters. The size of the sheets shall be no larger than 24 by 36 inches. Each sheet shall be numbered consecutively for the series and the sheet number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

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3.1.4.4.2 Other Documents: Documents other than drawings, such as trade

literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the sheet numbers shall indicate the total number of sheets in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be bound and submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

Documents other than drawings may be on xerographic paper or glossy paper material as appropriate. For the purpose of this specification, the term "shop drawings" shall be deemed to include these other documents.

3.1.4.5 Submittal Paths and Copies:

The Contractor shall submit one (1) set of prints along with one (1) set of reproducible copies of each series of shop drawings to the CEI with a copy of the letter of transmittal sent to the Consultant. For Work requiring other documentation (e.g. catalog data, material certifications, material tests, procedure manuals, fabrication / welding procedures, and maintenance and operating manuals) a minimum of eight (8) copies of each document shall be submitted with the prints. The mailing address of the Consultant will be furnished by CFX.

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For other miscellaneous design and/or structural details furnished by the

Contractor in compliance with the contract: The Contractor shall submit to the CEI one (1) set of prints along with one (1) reproducible copy of each series of shop drawings and four (4) copies of applicable calculations. Each print and the cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.6 Processing of Shop Drawings:

3.1.4.6.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier and etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 15-calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 10-calendar day period is provided for each re-submittal.

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It is incumbent upon the Contractor to submit shop drawings to facilitate

expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45- and 30-day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.6.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

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In case of discrepancy, the governing order of the documents shall be as follows:

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 Record Drawings: During the entire construction operation, the Contractor shall

maintain records of all deviations from the plans and specifications including Request for Information (RFI), field directives, sketches, etc., and shall submit those deviations to the CEI. The submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. A minimum submittal would be full-sized prints in good condition with all changes in red, accurately plotted. The print shall be in good condition as determined by the CEI. The marked up prints shall be submitted within 15 days of the Project acceptance or termination of Work. Preparation of the record drawings shall be the responsibility of CFX. Retainage will not be released by CFX until the marked up prints and records have been submitted and accepted by CFX.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit by certified mail to the Florida Highway Patrol and other local law enforcement agencies, a description of the Project location and the name(s) and telephone number(s) of individual(s) designated to be contacted in cases of emergencies. A copy of these submittals shall also be provided to the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

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3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: <http://www.dot.state.fl.us/rddesign/MOT/MOT.shtm>.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and such other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be at the Contractor's expense. The

Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

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3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

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3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection, it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

If any Work is determined to be unsatisfactory by the CEI, in whole or in part, the CEI will give the Contractor the necessary instructions as to repair and/or replacement of material and the prerequisites to final completion and acceptance. Upon satisfactory completion of repairs and/or replacements, the Contractor shall notify the CEI and request another inspection for Substantial Completion. Such inspection will constitute the final inspection if the required material has been repaired and/or replaced and the Work is acceptable to the CEI.

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as punch lists.

3.9.3 Final Inspection

When, in the opinion of the Contractor, all Materials have been furnished, all Work has been performed and the construction contemplated by the Contract has been satisfactorily completed, the Contractor shall request that the CEI make the final inspection.

3.9.4 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

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3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers 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 RRBBOE ownership cost plus 100% of the RRBB and/or RRBBOE 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 RRBBOE 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 RRBBOE 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 - BINDING ARBITRATION

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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 8

SECTION 9- DISPUTES RESOLUTION

9.1 Disputes Resolution

9.1.1 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.

9.1.2 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.

9.1.3 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.

9.1.4 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.

9.1.5 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.

9.1.6 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.

9.1.7 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.

9.1.8 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 9

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
SYSTEMWIDE RETRO-REFLECTIVE
PAVEMENT MARKING (RPM) REPLACEMENT
PROJECT 599-736A; CONTRACT NO. 001566

PROPOSAL OF
McShea Contracting, LLC

(NAME)

508 Owen Ave. North

Lehigh Acres, Fl. 33971

239-368-5200

(ADDRESS)

(TELEPHONE NO.)

Submitted 7/9/19

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. _____ 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 _____

Daniel S. McWilliams

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to: perform all necessary force account work, as provided for in the General Specifications; execute the Contract within 15 calendar days after the date on which the notice of award has been given; and fully complete all work within 120 calendar days (plus such additional time as may have been granted by CFX).

The undersigned states that it is prequalified by the Florida Department of Transportation under Administrative Rule 14-22, Florida Administrative Code, in Pavement Marking.

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.

*

*

*

*

Daniel S. McWilliams

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:



Principal (Bidder)

By: Daniel S. McWilliams

President or Vice President

Attest: _____
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

JOINT VENTURE:

Principal (Bidder)

By: _____
Attorney-in-Fact

INDIVIDUAL OR FIRM TRADING AS:

Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

Principal (Bidder)

Signature: (1) _____
Co-Partner or General Partner

Signature: (2) _____
Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and address of each partner on a separate sheet)

BIDDER MUST EXECUTE THE ATTACHED AFFIDAVIT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SYSTEMWIDE RETRO-REFLECTIVE
PAVEMENT MARKING (RPM) REPLACEMENT
PROJECT 599-736A; CONTRACT NO. 001566

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 FL COUNTY OF Lee

Before me, the undersigned authority, personally appeared Daniel S. McWilliams who being duly sworn, deposes and says he is President (Title) of McSnea Contracting, LLC of Lehigh Acres, FL (Firm) (City and State)

the bidder submitting the attached Proposal for the work covered by CFX Project 599-736A 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

Daniel S. McWilliams
(Bidder)
By: [Signature]
Title: President

STATE OF FL

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3rd day of July, 2019,
(Date)

by Daniel S McWilliams
(Name of Officer or agent, title of officer or agent)

of McShea Contracting, LLC
(Name of Corporation acknowledging)

a FL 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.

Patricia Peterson Notary Public, Commission No. GA005502

Patricia Peterson (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
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.

McShea Contracting, LLC

Company Name

By: _____

Title: _____

President

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

**CERTIFICATION REGARDING PROHIBITION AGAINST
CONTRACTING WITH COMPANIES PURSUANT TO FLORIDA
STATUTE SECTIONS 287.135 AND 215.473**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit, are not participating in a boycott of Israel; on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or do not have business operations in Cuba or Syria.

McShea Contracting, LLC

Company Name

By: _____



Title: _____

President


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

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 23, 2019

RE: Approval of Supplemental Agreement No. 2 with RS&H, Inc. for the Project Development & Environment (PD&E) Re-Evaluation Study of the Osceola Parkway Extension
Project 599-223, Contract No. 001250

Board approval is requested for Supplemental Agreement No. 2 with RS&H, Inc. in the not-to-exceed amount of \$138,051.04. The original contract was for five years with two (2) one-year renewals.

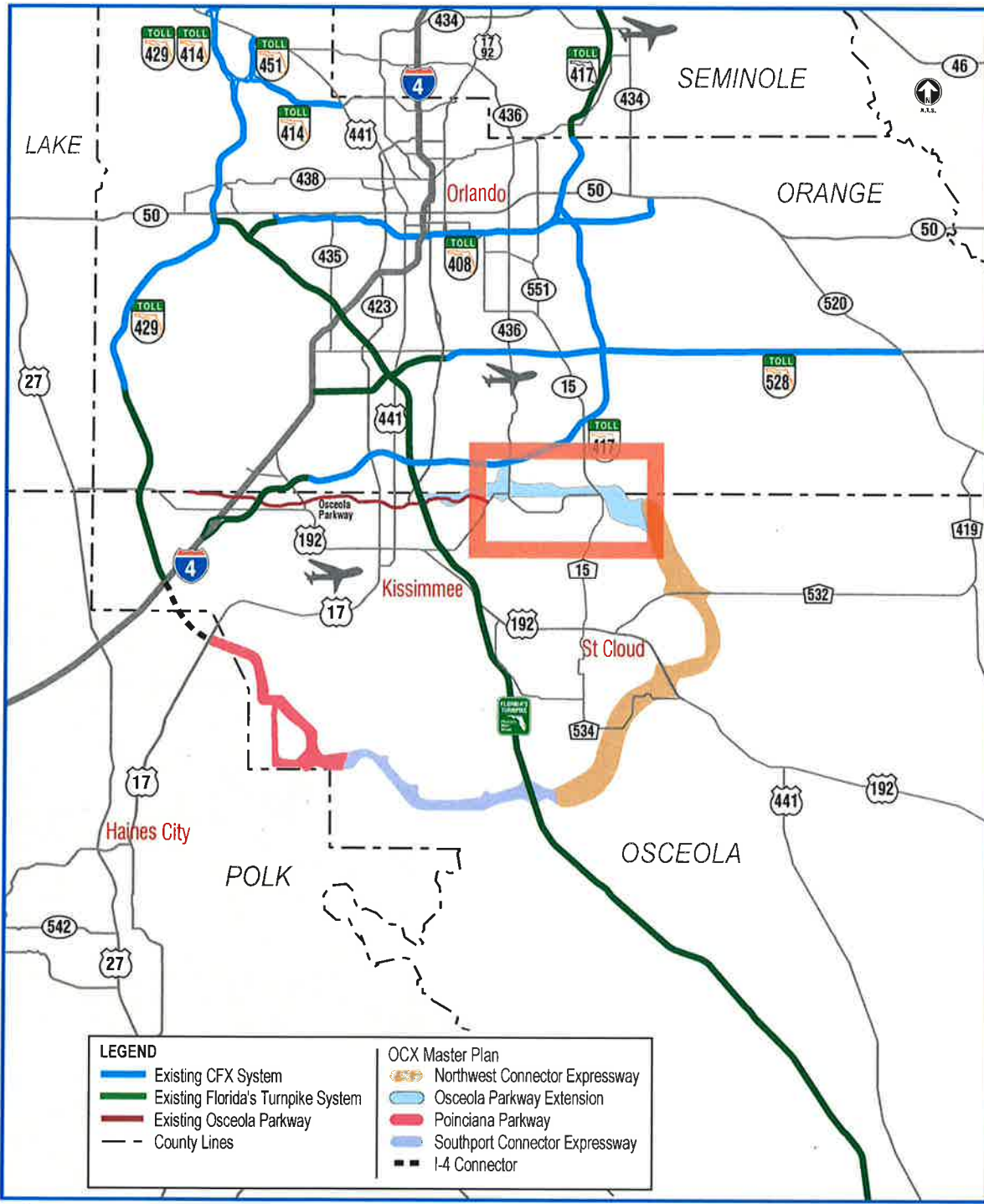
The services include additional stakeholder meetings as well as developing additional alignment alternatives for the PD&E Re-Evaluation Study of the Osceola Parkway Extension.

Original Contract	\$1,156,000.00
Supplemental Agreement No. 1	\$1,167,571.27
Supplemental Agreement No. 2	<u>\$ 138,051.04</u>
Total	\$2,461,622.31

Reviewed by:



Will Hawthorne, PE
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Location Map for Osceola Parkway Extension PD&E Re-Evaluation Study (599-223)

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

Concept, Feasibility and Mobility Study for the Southport Connector Expressway

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 9th Day of March 2017, provides that in the event that CFX shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S July 8, 2019 correspondence to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upward by \$205,973.70 to \$1,842,682.71.
 - b. The Direct Expenses (Lump Sum) are adjusted upward by \$7,134.24 to \$33,794.23.
 - c. The Subcontract Items are adjusted upward by \$30,549.90 to 585,145.37.
 - Balmoral \$30,549.90
 - d. The Allowance is adjusted downward by \$105,606.80 to \$0.00.
 - e. The total Maximum Limiting Amount is adjusted upward by \$138,051.04 to \$2,461,622.31
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

RS&H, INC.

Witness: _____
Print Name:

By: _____
Title:

Approved as to form and execution, only.

General Counsel for CFX

\\dfsprd1.ocea.internal\Store\Departments\Engineering\General\OCX Corridor Studies\RS&H 001250\Supplemental Aggreoments\SA2 Revised\RS&H 599-223 - SA2.doc



MEMORANDUM

Date: July 9, 2019
To: Glenn Pressimone, PE CFX Chief of Infrastructure
From: Jonathan Williamson, AICP Dewberry Project Manager *JW*
Subject: PD&E Consultant Services - Contract 001250
CFX Project No. 599-223
Osceola Parkway Extension (From SR 417 to Sunbridge Parkway)
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by RS&H, Inc. provided via email on July 8, 2019 for the Osceola Parkway Extension (From SR 417 to Sunbridge Parkway) PD&E Study Re-Evaluation. This requested contract amendment is for added fee and time extension to February 28, 2020 to perform additional professional services needed to complete the study and prepare a Project Environmental Impact Report (PEIR).

The supplemental agreement request is attached and costs are detailed below:

\$	213,107.94	RS&H as Prime
\$	<u>30,549.90</u>	<u>Total Additional Subconsultant Fees</u>
\$	243,657.84	Total Requested Contract Amendment Amount

The total man hours for each task are reasonable and acceptable and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$243,657.84.

Should you have questions or need additional information, please call me at 321-354-9614 or e-mail at jwilliamson@dewberry.com.

CC:

Keith Jackson, PE Dewberry Program Manager
File



10748 Deerwood Park Boulevard S
Jacksonville, Florida 32256

☎ 904-256-2500
F 904-256-2501
rsandh.com

July 8, 2019

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

RE: Osceola Parkway Extension
From SR 417 to Sunbridge Parkway
Project Environmental Impact Report Re-evaluation
Contract No. 001250, Supplemental Agreement #2

Dear Mr. Pressimone:

RS&H, Inc. is pleased to submit the attached Fee Proposal to provide professional services required to develop additional alignment alternatives for the Osceola Parkway Extension, conducting additional progress meetings, and conducting additional coordination meetings with various stakeholders.

The Fee Proposal for additional professional services includes RS&H, Inc. for \$213,107.94 and The Balmoral Group for \$30,549.90. Total additional fee therefore is \$243,657.84. This additional Fee Proposal includes all professional engineering services and required additional meetings to complete the project with an anticipated completion date of February 28, 2020.

If you have any questions or comments do not hesitate to call me.

Respectfully yours,



Daniel Kristoff, Jr., P.E.
Senior Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

**OSCEOLA PARKWAY EXTENSION / FROM SR 417 TO THE SUNBRIDGE PARKWAY
Project Environmental Impact Report Re-evaluation**

Supplemental Agreement #2

Contract # 001250

July 2019

This Exhibit forms an integral part of Supplemental Agreement #2 to the current agreement, Supplemental Agreement #1 (hereinafter referred to as SA #1), between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and RS&H, Inc. (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

The Osceola Parkway Extension project involves a new expressway connection between SR 417 in the vicinity of Boggy Creek Road in Orange County and the proposed Sunbridge Parkway in Osceola County. The Osceola Parkway Extension has been an identified need in several local long-range plans and master plans. The Osceola County Expressway Authority (OCX) completed a PD&E Study in May 2017 for the Osceola Parkway Extension and presented a recommended alternative alignment. However, as part of an interlocal agreement, the OCX requested that the CFX incorporate portions of the OCX 2040 Master Plan into the CFX Visioning + 2040 Master Plan. The Osceola Parkway Extension was part of this agreement. The CFX recently completed a Concept, Feasibility, and Mobility (CF&M) Study for this connection and concluded the project is viable under CFX criteria. Prior to proceeding with design activities CFX has determined that a Project Environmental Impact Report Re-evaluation (RE-EVAL) will review and evaluate the OCX PD&E Study recommended alignment alternative in comparison with the alignment alternatives and findings of the CFX CF&M Study to assess and recommend the most appropriate alignment alternative for the Osceola Parkway Extension project.

PURPOSE

The purpose of this Supplemental Agreement #2 is to amend the SA #1 scope of work and the proposed time of completion of the CONSULTANT.

In performing works tasks of SA #1, the CONSULTANT was directed by CFX to perform tasks beyond the original scope of SA #1. Therefore, this Supplemental Agreement #2 includes additional effort in the development and design of alternatives and alignments, additional progress meetings, and additional coordination meetings with various stakeholders. The anticipated completion of these additional tasks is February 2020.

**AGREEMENT FOR PROFESSIONAL
SERVICES**

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

**CONCEPT, FEASIBILITY AND MOBILITY STUDY FOR
THE SOUTHPORT CONNECTOR EXPRESSWAY**

CONTRACT NO. 001250, PROJECT NO. 599-223

**CONTRACT DATE: March 9, 2017
CONTRACT AMOUNT: \$1,156,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
AG	Agreement
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

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

THIS AGREEMENT, made and entered into this 9th day of March, 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 RS&H, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in planning and engineering, with the responsible project office located at 301 E. Pine St., Suite 350, Orlando, FL. 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Concept, Feasibility and Mobility Study for the Southport Connector Expressway hereinafter "the Project." Further identified as Project No. 599-223 and Contract No. 001250.

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"**. At CFX's sole discretion and election, the Agreement may be renewed with two (2) one-year renewals, or portions thereof. 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 when 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.

The Balmoral Group, LLC (Class 1)	Parsons Brinkerhoff, Inc. (Class 1)
Southeastern Archaeological Research, Inc. (Class 1)	
Myra Planning & Design, LLC (Class 2)	Nadic Engineering Services, Inc. (Class 2)

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"**.

All 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 documents for the Project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX. 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 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 \$1,156,000.00 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 301 E. Pine St., Suite 350, Orlando, FL. 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The 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 [Florida Department of Management Services] 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 [Florida Department of Management Services] convicted vendor list.”

Pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the [Florida Department of Management Services] 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. 599-223
Contract No. 001250

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

To CONSULTANT: RS&H, Inc.
301 E. Pine St., Suite 350
Orlando, FL. 32801
Attn: Edward J. Gonzalez, P.E.

Attn: _____

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
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

Project No. 599-223
Contract No. 001250

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 March 9, 2017.

RS&H, Inc.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

BY: 
Director of Procurement

Print Name: EDWARD J. GONZALEZ

Print Name: Anesh Williams

Title: VICE PRESIDENT

Effective Date: _____

ATTEST:  (Seal)

Secretary or Notary
Melanie L. Nichols

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

CONCEPT, FEASIBILITY & MOBILITY STUDIES

FOR THE

SOUTHPORT CONNECTOR EXPRESSWAY

CONTRACT 001250

MARCH, 2017

Exhibit A

SCOPE OF SERVICES

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1.0 Overview

The Central Florida Expressway Authority (CFX) requires the professional services of a qualified CONSULTANT to perform a comprehensive Concept, Feasibility and Mobility Study (Study) of the Southport Connector Expressway project as identified in the Osceola County Expressway Authority (OCX) Master Plan and the CFX Visioning + 2040 Master Plan.

2.0 Location

The general limits and descriptions of the project corridor is provided below. The CONSULTANT will be responsible for refining the corridor limits and defining the logical termini for the project.

- a) **Southport Connector Expressway (including Cypress Parkway segment):** The Southport Connector Expressway is located between Poinciana Parkway and Florida's Turnpike, covering a distance of approximately 13 miles. The corridor passes through the South Lake Toho Mixed Used District forming the southern edge of the Urban Growth Boundary (UGB) and connecting the Poinciana Parkway to Florida's Turnpike. The project includes the Southport interchange with Poinciana/Cypress Parkway.

The Southport Connector Expressway corridor is generally depicted on **Exhibit E**.

3.0 Purpose

The purpose of this Exhibit is to describe the scope of work for the Study and the responsibilities of the CONSULTANT, CFX, CFX's general engineering consultant (GEC) and CFX's traffic and earnings (T&E) consultant.

4.0 Objective

The Study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridor and the potential impacts associated with the various mobility alternatives. This analysis will also address economic and engineering feasibility, mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and intersection improvements. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&E Consultant will forecast the future transportation demands within each corridor (design year of 2045). The CONSULTANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include but are not necessarily constrained to limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, operations, permitting and other project related costs. The GEC will be responsible for estimating the right-of-way acquisition costs based on input from the CONSULTANT.

The general objective of this Study is to provide documented information necessary for CFX to reach a decision on the viability of each mobility option. Viability is defined in the Interlocal Agreement by and among Osceola County, CFX and OCX as follows:

“Viable” or “Viability” shall mean an OCX Segment or any portion thereof that is projected in writing by CFX’s traffic and revenue consultant to generate toll revenues over a period of thirty years equal to at least fifty percent (50%) of the cost of such OCX Segment or applicable portion thereof; provided however, that with respect to an interchange portion of an OCX Segment or a portion of any OCX Segment located outside of the County, such interchange or portion of an OCX Segment outside the County is projected in writing by CFX’s traffic and revenue consultant to generate new CFX System Pledged Revenues over a period of thirty years in excess of the cost to build such interchange or portion of such OCX Segment. The cost of an OCX segment or portion thereof shall be determined by CFX, exercising reasonable judgment, as part of its Concept and Feasibility Study and the components of such cost (e.g., right-of-way, construction costs, financing costs, planning and design costs) shall be consistent with CFX’s past practices for such a determination and shall take into consideration any right-of-way donations and other public or private partnership contributions.

5.0 Governing Regulations

The services performed by the CONSULTANT shall comply with all applicable CFX and FDOT Manuals and Guidelines. The FDOT’s Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual and Handbooks
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook

Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
Equivalent Single Axle Load Guidelines (No. 525-030-121)
Design Traffic Procedure (No. 525-030-120)
K-Factor Estimation Process
Project Traffic Forecasting Guidelines
Florida Highway Landscape Guide
Basis of Estimates Manual

6.0 Project Management and Administration

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the Study reports.

6.1 Notice to Proceed Meeting

The CONSULTANT shall meet with appropriate CFX, GEC and T&E personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, CFX will:

- Render all relevant information in its possession
- Establish any ground rules upon which the Study process will be conducted
- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the Study
- Explain the financial administration of the contract

6.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by CFX. Any proposed changes to key personnel shall be subject to review and approval by CFX.

6.3 Project Schedule

The Study is expected to have a twelve (12) month duration. Within ten (10) working days after receipt of the Notice-to-Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform CFX of any substantial potential schedule modifications.

6.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this Study shall be provided to CFX and the GEC for their records within one (1) week of the receipt of said correspondence.

6.5 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified

individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for review and approval within ten (10) working days following the Notice to Proceed Meeting.

6.6 Project Management, Meetings and Coordination

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, 24 meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to CFX in a format as prescribed by the GEC and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

7.0 Public involvement

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the Study. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as described in the following subsections. All public involvement tasks and activities will be coordinated with CFX's Public Affairs and Communications Department.

7.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC within ten (10) business days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the Study process.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including but not limited to the following:

- Identification of stakeholders and interested parties,
- Field review of potential meeting sites,
- Preparation and distribution of meeting announcements and notices,
- Preparation of meeting notes.

7.2 Mailing List

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
 - Residents/property owners within the corridor

- Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- Special interest groups

The CONSULTANT will incorporate the mailing lists received from the recently completed OCX corridor evaluation study. The CONSULTANT will maintain the mailing list in a computer file which is acceptable to CFX. For each mailing, the CONSULTANT will provide CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

7.3 Public Meeting

The CONSULTANT shall be responsible for conducting one (1) public information meeting. The meeting will be scheduled to coincide with submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meeting will be conducted in an open house format, with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements (The CONSULTANT will pay the cost of publishing)
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. (The CONSULTANT will pay the cost of first class postage.)
- News releases.

The CONSULTANT will investigate potential meeting sites and pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

Drafts of all notification advertisements and letters shall be submitted to CFX for its approval at least one week prior to mailing. Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the CONSULTANT. Actual copies of the notices shall be retained in the project files.

Within two (2) weeks after the public meeting, the CONSULTANT will prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

The CONSULTANT will also be responsible for attending the Public Meetings of the other three CFX

Feasibility Studies related to the OCX Master Plan. The CONSULTANT will provide exhibits and staff to address any questions related to their specific project.

7.4 Board Meetings

The CONSULTANT shall be responsible for conducting two (2) presentations each to the Osceola County Expressway Authority, Central Florida Expressway Authority and the Osceola County Board of County Commissioners. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The CONSULTANT shall prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

7.5 Advisory Groups

The GEC shall establish a Project Advisory Group (PAG) and Environmental Advisory Group (EAG), which will include staff from the FDOT, Lynx, Orange County, Osceola County, Polk County, permitting agencies, environmental organizations, special interest groups and other entities as identified by CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each during the Study to present information regarding the project, receive input and respond to questions.

Potential meeting milestones will include:

- a) Project Kick-off
- b) Prior to Public Workshop
- c) Project Completion

The CONSULTANT will coordinate with CFX and the GEC to prepare the initial PAG and EAG members list. The GEC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the Study, however, the CONSULTANT will be responsible for preparing all materials, presentations, etc. distributed to the PAG/EAG members.

7.6 Project Kick-Off Letter

Within 30 calendar days after the Notice to Proceed meeting, the CONSULTANT will prepare and distribute a Project Kick-Off Letter to the following organizations: FDOT, METROPLAN ORLANDO, Polk TPO, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the Study, its purpose and objectives. Typical information shall include: Study team, project scope, project limits, schedule, and potential issues and concerns.

7.7 Unscheduled Project Meetings

The CONSULTANT may be required to participate in unscheduled meetings with the public,

elected officials, or public agencies. The CONSULTANT shall be available with no more than a five (5) working day notice, to attend these meetings or make presentations at the request of CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to 24 such unscheduled meetings.

7.8 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff that interested parties may call with questions concerning the project. The CONSULTANT will be available to answer questions and respond to comments through this "Information Line" during regular business hours.

7.9 Project Newsletters

The CONSULTANT shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to the previous CFX work efforts. Distribution of the newsletters will coincide with key project milestones as follows:

- Project Kick-off
- Public Meeting / Workshop
- Project Completion

The CONSULTANT will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

7.10 Project Webpage

The CONSULTANT shall provide information about the Study to CFX for inclusion in their Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to CFX three (3) times during the Study.

8.0 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the alternative mobility programs.

The CONSULTANT shall make maximum use of existing information available from state, regional and local resources, along with information developed during the recent previous OCX study. The data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

The CONSULTANT shall obtain all documents prepared as part of the Alternative Corridor Evaluation (ACE) study performed by Inwood Consulting Engineers on behalf of the Florida Department of Transportation (District 5) and the Osceola County Expressway Authority. The CONSULTANT will review all ACE documents and will utilize and incorporate all relevant data / analyses / findings / etc. into this Study. The CONSULTANT shall identify any changed conditions, verify adherence to CFX design criteria and perform an in-depth evaluation of the

ACE findings, recommendations and commitments. Within 30 days from Notice To Proceed, the CONSULTANT shall prepare a technical memorandum (ACE Review Technical Memorandum) summarizing the results of their evaluation and providing recommendations to be incorporated into the Study.

8.1 Aerial Photography

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. Existing available aerial photography will be utilized and the digital aerial photography should be compatible with Microstation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

8.2 Traffic Data

The GEC and/or T&E consultant will provide existing traffic data for the expressway system in the Study area. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

8.3 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- METROPLAN ORLANDO Long Range Transportation Plan
- Polk TPO Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- Polk County Comprehensive Plan
- LYNX System Plans
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

8.4 Land Use and Development Plans

The CONSULTANT shall collect all adopted land use plans within and adjacent to the Study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Orange County, Osceola County, Polk County (and the appropriate city staffs), East Central Florida Regional Planning Council and corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this Study.

8.5 Physical / Natural Environmental Information

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but is not limited to the following:

- Roadways
- Socioeconomic Characteristics (schools, churches, community centers, etc.)
- Utilities
- Archaeological and Historical Resources
- Recreational
- Wildlife and habitat
- Farmlands
- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this Study

8.6 Interagency and Stakeholder Coordination

The CONSULTANT will be required to initiate and maintain coordination with the local governments, FDOT and corridor stakeholders to ensure the Study Team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

8.7 Study Area Base Maps

The CONSULTANT will prepare base maps for the Study corridor that will be used throughout the Study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected lands uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any Study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

8.8 Confirm Corridor Limits

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

8.9 Data Collection Summary Technical Memorandum (Deliverable)

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any "fatal flaws" should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final Study document.

9.0 Establish Purpose and Need

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor's transportation needs and shall be developed to

meet the requirements of a potential future PD&E study.

The CONSULTANT will evaluate current and future year population, population densities, major employment centers and densities, traffic and truck forecasts, weekend and recreational traffic and other characteristics of the Study corridor. The evaluation will include a discussion of demographic shifts and emerging population, employment and housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC.

10.0 Mobility Program Alternatives

In this portion of the Study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the Study's Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolloed Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

10.1 No-Build Alternative

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

10.2 Develop Alternative Mobility Programs

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- **Limited Access Tolloed Expressway (Expressway)** - The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Section 12.0 of the Scope. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right of way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- **Mass Transit Technology** – The CONSULTANT will identify a single or a range of potential mass transit technologies that could reasonably serve the projected mobility need. For each identified technology the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.

- **Intermodal Facilities** – The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable, however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the three alternative mobility programs to CFX and the GEC for review, comment, refinement and approval.

10.3 Evaluate and Refine Mobility Programs

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&E consultant to develop conceptual traffic and revenue forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need and estimate its financial viability.
- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right of way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element. Costs for annual operations and maintenance of each alternative will also be estimated.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC and the T&E consultant for review, comment and refinement.

10.4 Financial Viability Analysis

Using the potential mobility program project costs, the CONSULTANT will support the project Viability assessment performed by the T&E consultant in accordance with the Interlocal Agreement.

10.5 Concept, Feasibility and Mobility Study Report (Deliverable)

The CONSULTANT will document the alternative mobility program development and evaluation effort in the ***Concept, Feasibility and Mobility Study Report (Report)***. In general, the CONSULTANT will provide documentation for all of the major work efforts of the Study,

including but not limited to the following:

- Data Collection / Existing Conditions (As documented in the Technical Memorandum)
- Corridor Confirmation (As documented in the Technical Memorandum)
- Purpose and Need (As previously approved)
- Alternative Mobility Program Development
- Alternatives Mobility Program Evaluation
- Viability Evaluation
- Conclusions and Recommendations

The GEC will provide a DRAFT report outline to the CONSULTANT prior to initiating the documentation process to help ensure the Report adequately addresses all pertinent aspects of the Study.

11.0 Deliverables

The CONSULTANT will provide the following documents / deliverables.

- Corridor Base Maps
- Public Involvement Plan
- ACE Evaluation Review Technical Memorandum (Tech Memo) – Draft and Final
- Existing Conditions Technical Memorandum (Tech Memo) – Draft and Final
- Purpose and Need Statement – Draft and Final
- Concept, Feasibility and Mobility Study Report (Report) – Draft and Final
- Public Meeting / Workshop Summary – Draft and Final

Five (5) professionally bound copies and a pdf of each draft / final submittal will be required for all deliverables except the Final **Concept, Feasibility and Mobility Study Report**, of which 20 professionally bound copies and a pdf will be required.

12.0 Design Criteria

See Table depicting Design Criteria below:

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

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard	Source																																																																																				
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section <u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break) 4.0% 5.0% (between though lane & aux. lane) 6.0% (between though lane & aux. lane)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5 - FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4																																																																																				
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane	- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98																																																																																				
<u>Shoulder Width (lanes 1-way)</u> Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided <u>Shoulder Cross Slope</u> <u>Max. Shoulder "Roll-over"</u> <u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Total (ft)</th> <th colspan="2">Paved (ft)</th> </tr> <tr> <th>Outside</th> <th>Left</th> <th>Outside</th> <th>Left</th> </tr> </thead> <tbody> <tr> <td>Freeway 3-lane or more</td> <td>12</td> <td>12</td> <td>10</td> <td>10</td> </tr> <tr> <td>Freeway 2-lane</td> <td>12</td> <td>8</td> <td>10</td> <td>4</td> </tr> <tr> <td>Ramp 1-lane</td> <td>6</td> <td>6</td> <td>4</td> <td>2</td> </tr> <tr> <td>Ramp 2-lane</td> <td>10</td> <td>8</td> <td>8</td> <td>4</td> </tr> <tr> <td>Aux. Lane</td> <td>12</td> <td>N/A</td> <td>10</td> <td>N/A</td> </tr> <tr> <td>Arterial & Collector (Norm. volume) 2-lane divided</td> <td>10</td> <td>8</td> <td>5</td> <td>0</td> </tr> <tr> <td>Arterial & Collector (Norm. volume) 1-lane undivided</td> <td>10</td> <td>N/A</td> <td>5</td> <td>N/A</td> </tr> <tr> <td>Service Road, 2-Lane, 2-Way, Undivided</td> <td>10</td> <td>10</td> <td>5</td> <td>5</td> </tr> <tr> <td><u>Shoulder Cross Slope</u></td> <td>0.06</td> <td>0.05</td> <td>-</td> <td>-</td> </tr> <tr> <td><u>Max. Shoulder "Roll-over"</u></td> <td>7.0%</td> <td>7.0%</td> <td>-</td> <td>-</td> </tr> <tr> <td><u>Bridge section (lanes 1-way) 2-lane</u></td> <td>10</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td><u>Bridge section (lanes 1-way) 3-lane or more</u></td> <td>10</td> <td>10</td> <td>-</td> <td>-</td> </tr> <tr> <td><u>Bridge section (lanes 1-way) 1-lane ramp</u></td> <td>6</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td><u>Bridge section (lanes 1-way) 2-lane ramp</u></td> <td>10</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td><u>Bridge section (lanes 1-way) Service Road, 2-Lane, 2-Way, Undivided</u></td> <td>10</td> <td>10</td> <td>-</td> <td>-</td> </tr> </tbody> </table>		Total (ft)		Paved (ft)		Outside	Left	Outside	Left	Freeway 3-lane or more	12	12	10	10	Freeway 2-lane	12	8	10	4	Ramp 1-lane	6	6	4	2	Ramp 2-lane	10	8	8	4	Aux. Lane	12	N/A	10	N/A	Arterial & Collector (Norm. volume) 2-lane divided	10	8	5	0	Arterial & Collector (Norm. volume) 1-lane undivided	10	N/A	5	N/A	Service Road, 2-Lane, 2-Way, Undivided	10	10	5	5	<u>Shoulder Cross Slope</u>	0.06	0.05	-	-	<u>Max. Shoulder "Roll-over"</u>	7.0%	7.0%	-	-	<u>Bridge section (lanes 1-way) 2-lane</u>	10	6	-	-	<u>Bridge section (lanes 1-way) 3-lane or more</u>	10	10	-	-	<u>Bridge section (lanes 1-way) 1-lane ramp</u>	6	6	-	-	<u>Bridge section (lanes 1-way) 2-lane ramp</u>	10	6	-	-	<u>Bridge section (lanes 1-way) Service Road, 2-Lane, 2-Way, Undivided</u>	10	10	-	-	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510 - FDOT PPM Vol. I, Fig. 2.0.1, 2.0.2, 2.0.4
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<u>Border Width</u> Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, (94-ft desirable) 94-ft, (L.O.C. plus 10-ft as minimum) 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (CFX Policy) ₃																																																																																				

Design Element	Design Standard		Source
	Fill Height (ft)	Rate	
<u>Roadside Slopes</u> Front slope	0.0-5 5-10 10-20 >20	1:6 1:6 to CZ & 1:4 1:6 to CZ & 1:3 1:2 with guardrail <i>(Use 10-ft bench at half the height of fill)</i>	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy); <i>Use 1:3 slopes, avoid 1:2 slopes except where as necessary</i>
Front slope (curb & gutter)	All	1:2 not flatter than 1:6	
Back slope	All	1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope	
Back slope (curb & gutter)		1:2 not flatter than 1:6	
	Max. Grade		
<u>Max. Grade / Max. Change in Grade</u> Freeway (Rural / Urban)	3.0%	0.20% / 0.40%	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2
Ramp			
Directional	5.0%	0.60%	
Loop	7.0%	1.00%	
Arterial			
Rural	3.5%	0.50%	
Urban	6.0%	0.70%	
Collector	6.5% to 9.0%	-	
Frontage Road/Service Road	8.0%	0.70%	
Min. Grade Curb & Gutter	0.3%	-	- FDOT PPM Vol. I, Tbl. 2.6.4
	Dsgn. Speed (mph)	Distance (ft)	
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	70 60 55 50 45 30	730 570 495 425 360 200	- FDOT PPM Vol. I, Tbl. 2.7.1
	Dsgn. Speed (mph)	Distance (ft)	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	70 60 55 50 45 30	780-1445 610-1280 535-1135 465-1030 395-930 220-620	- AASHTO Exh. 3-3
<u>Horizontal Curve Length</u> Freeway Others	V = Design Speed 30V (15V min.) 15V (400-ft min.)		- FDOT PPM Vol. I, Tbl. 2.8.2a
<u>Max. Curvature (Degree of Curve)</u> Freeway			- FDOT PPM Vol. I, Tbl. 2.8.3
DS = 70 mph Rural	3 30' 00"		
DS = 60 mph Urban	5 15' 00"		
Arterial			
DS = 55 mph Rural	6 30' 00"		
DS = 45 mph Urban	8 15' 00"		
Collector			
DS = 45 mph Frontage Road	8 15' 00"		
DS = 50 mph Service Road	8 15' 00"		
Ramp			
DS = 50 mph Directional	8 15' 00"		
DS = 30 mph Loop	24 45' 00"		

Design Element	Design Standard		Source
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves < 1°30' 00" do not use spirals),		- FDOT PPM Vol. I, Sect. 2.9 - (CFX Policy) ₃
<u>Superelevation Rates</u>	e_{max}	SE Trans. Rate	- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510,511 - AASHTO Exh. 3-28
Freeway DS = 70 mph Rural DS = 60 mph Urban	0.10 0.10	1:200 ₅ 1:225	
Arterial DS = 55 mph Rural DS = 45 mph Urban	0.10 0.05	1:225 1:150	
Collector DS = 45 mph Frontage Road DS = 50 mph Service Road	0.05 0.10	1:150 1:200	
Ramp DS = 50 mph Directional DS = 30 mph Loop	0.10 0.10	1:200 1:150	
<u>Vertical Curves</u> Length, $L = KA$	Dsgn. Speed (mph)	K-value Crest Sag	
	70	401	181
	60	245	136
	55	185	115
	50	136	96
	45	98	79
	30	31	37
			- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag) - CFX Policy ₃ Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
<u>Minimum Lengths</u>	Crest	Sag	
Freeway DS = 70 mph Rural DS = 60 mph Urban	500-ft 400-ft	400-ft 300-ft	
Arterial DS = 55 mph Rural DS = 45 mph Urban	350-ft 135-ft	250-ft 135-ft	
Collector DS = 45 mph Frontage Road DS = 50 mph Service Road	135-ft 300-ft	135-ft 200-ft	
Ramp DS = 50 mph Directional DS = 30 mph Loop	300-ft 90-ft	200-ft 90-ft	
<u>Ramps</u> Ramp Terminals Length Taper	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2° to 5°, 3° desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856
Minimum Spacing Entrance to Exit ⁶ Exit to Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft		- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	L = WS (DS = 45 mph) L = WS ² /60 (DS ≤ 40 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525,526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

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. Entrance Ramp Taper of 900 ft. (1° -convergence)
- d. Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- e. Ten (10) ft. from back of walls or limit of construction.
- f. Two (2) ft. from back of sidewalk on frontage roads.
- g. Drainage and construction easements as required.
- h. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- i. Limited access right-of-way limits per Index 450.

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES

Concept, Feasibility and Mobility Study for the Southport Connector Expressway

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 5th day of July, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 9th Day of March 2017, provides that in the event that CFX shall change the amount of work in Exhibit A of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

2018 JUL 2 PM 2:01

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S June 13, 2018 correspondence to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary related costs are adjusted upward by \$820,790.78 to \$1,636,709.01.
 - b. The Direct Expenses (Lump Sum) are adjusted upward by \$19,940.48 to \$26,659.99.
 - c. The Subcontract Items are adjusted upward by \$326,840.01 to \$554,595.47.

• SEARCH	\$50,597.25 ✓
• Balmoral	\$161,903.51 ✓
• Myra	\$32,861.73 ✓
• Parsons Brinckerhoff	\$30,208.45 ✓
• GEC	\$51,269.07 ✓
 - e. The Allowance remain unchanged at \$105,606.80.
 - f. The total Maximum Limiting Amount is adjusted upward by \$1,167,571.27 to \$2,323,571.27


3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.


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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY


By: 
Director of Procurement

RS&H, INC.

Witness: 
Print Name: Edward J. Gonzalez
Vice President

By: 
Title: Jesse J. Forst
Vice President

Approved as to form and execution, only.


General Counsel for CFX

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

**OSCEOLA PARKWAY EXTENSION
(From SR 417 to the Sunbridge Parkway)**

Project Environmental Impact Report Re-evaluation

Contract # 001250

June 2018

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

OSCEOLA PARKWAY EXTENSION / FROM SR 417 TO THE SUNBRIDGE PARKWAY Project Environmental Impact Report Re-evaluation

This Exhibit forms an integral part of a Supplemental Agreement to the current agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and RS&H, Inc. (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

The Osceola Parkway Extension project involves a new expressway connection between SR 417 in the vicinity of Boggy Creek Road in Orange County and the proposed Sunbridge Parkway in Osceola County. The Osceola Parkway Extension has been an identified need in several local long-range plans and master plans. The Osceola County Expressway Authority (OCX) completed a PD&E Study in May 2017 for the Osceola Parkway Extension and presented a recommended alternative alignment. However, as part of an interlocal agreement, the OCX requested that the CFX incorporate portions of the OCX 2040 Master Plan into the CFX Visioning + 2040 Master Plan. The Osceola Parkway Extension was part of this agreement. The CFX recently completed a Concept, Feasibility, and Mobility (CF&M) Study for this connection and concluded the project is viable under CFX criteria. Prior to proceeding with design activities CFX has determined that a Project Environmental Impact Report Re-evaluation (RE-EVAL) will review and evaluate the OCX PD&E Study recommended alignment alternative in comparison with the alignment alternatives and findings of the CFX CF&M Study to assess and recommend the most appropriate alignment alternative for the Osceola Parkway Extension project.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, the CFX, the CFX's general engineering consultant (GEC), Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC), CDM Smith, and the CFX public involvement consultant (PIC), Quest Corporation of America.

The RE-EVAL process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition (June 2017). The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the applicable sections of the PD&E Manual, Project Environmental Impact Report (PEIR) requirements unless otherwise stated. In the event of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the results of the aforementioned previous studies as a foundation, this RE-EVAL will revisit the conclusions and recommendations to confirm a recommended alignment alternative. The work will include the review and preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic, and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, and interchange requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment.

The GEC will provide contract administration, project management services, and technical reviews of all work associated with the development and preparation of the engineering / environmental reports and documents required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this amendment on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this amendment.

STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the Osceola Parkway Extension. All factors related to the design and location of the facility must be considered including transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to perform a re-evaluation of the existing OCX Osceola Parkway Extension PEIR as well as, where necessary, update the CF&M documentation to prepare technical documents and reports regarding the preliminary engineering and design concept, existing and predicted conditions, typical sections, right-of-way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the proposed improvement.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The RE-EVAL shall satisfy the level of documentation required for a local agency funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a recommended alignment alternative, will constitute Location and Design Concept Acceptance of the proposed action as a PEIR.

1 STUDY REQUIREMENTS AND PROVISIONS FOR WORK

1.1 Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

1.2 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by the CFX. Any changes in the indicated personnel shall be subject to review and approval by the CFX.

1.3 Quality Control

The CONSULTANT shall establish and implement a QA/QC plan. This task also includes sub consultant review, response to comments, any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work. The CFX may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

1.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX and GEC for their records within one (1) week of the receipt of said correspondence.

1.5 Submittals

The CONSULTANT shall provide (Draft and Final) copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals. Anticipated submittals for this study include but may not be limited to:

Provisions for Work:

Project Schedule
Public Involvement Plan
Quality Control Plan

Copies:

E
1
E

Engineering Items:

Typical Section Package 2
Location Hydraulics Report 2
Pond Siting Report 2
Geotechnical Assessment 2
Utility Assessment Package 2
Conceptual Right-of-Way Plans 2
Conceptual Design Roadway Plan Set 2
Draft Engineering Technical Document 3
Final Engineering Technical Document (Signed and Sealed) 10

<u>Environmental Items:</u>	<u>Copies:</u>
Advance Notification Package	N/A
Contamination Screening Evaluation Report	2
Natural Resource Evaluation	2
Cultural Resource Assessment Survey	2
Water Quality Impact Evaluation Report	2
Noise Study Tech Memo	2
Air Quality Report/Tech Memo	2
Public Workshop Meeting Summary	2
Draft Project Environmental Impact Report Re-evaluation	3
Final Project Environmental Impact Report Re-evaluation	10

E = Electronic Submittal – no hard copy required

Upon completion of the study, the CONSULTANT shall deliver to the CFX, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

2 PROJECT DESCRIPTION & OBJECTIVES

2.1 Project Description and Purpose & Need

2.1.1 Project Description

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare the project description. The CFX and GEC will review and approve the project description. The project description will be used in the appropriate engineering and environmental documents that support the RE-EVAL.

2.1.2 Purpose & Need

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare the Purpose & Need statement. The CFX and GEC will review and approve the project Purpose & Need statement. The Purpose and Need statement will be used in the appropriate engineering and environmental documents that support the RE-EVAL.

2.2 Project Requirements and Provisions for Work

2.2.1 Meetings and Presentations

The CONSULTANT shall meet with appropriate CFX, GEC, T&RC, and PIC personnel immediately following receipt of the Notice to Proceed. As a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

- Render all relevant information in its possession;
- Establish any ground rules upon which the study process will be conducted;

- Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
- Explain the financial administration of the contract.

The CONSULTANT shall meet with the GEC and CFX as needed throughout the life of the project. These meetings will include progress and miscellaneous review and other coordination activities. The CONSULTANT should be prepared to meet with the GEC and /or CFX on a bi-monthly basis for progress meetings; therefore, sixteen (16) meetings are anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

2.2.2 Project Schedule

The study is expected to have an eight (8) month duration. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a detailed schedule of calendar milestones and deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

2.3 Coordination with Other Consultants and Entities

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

The CONSULTANT will be required to coordinate the study with all other studies and projects within the study area.

2.4 Contract Management

Contract Management efforts include tasks such as setup and maintenance, developing monthly progress reports, schedule updates, work effort to develop and execute sub-consultant agreements, etc. Progress reports shall be delivered to the GEC in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

2.5 Additional Services

2.5.1 Alternative Corridor Evaluation

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall methodically review the previous OCX PD&E and CFX CF&M studies to confirm the most viable alignment alternative and most appropriate interchange locations. The CONSULTANT will develop an alignment alternative and interchange concepts that meet the CFX engineering criteria. In addition, the CONSULTANT will develop an alignment that avoids the current boundary of the Split Oak Forest Wildlife and Environmental Area (Split Oak). The Split Oak Avoidance Alternative shall also meet CFX engineering criteria.

- 2.5.2 Advance Notification – N/A
- 2.5.3 Scoping Meetings (EIS Only) – N/A
- 2.5.4 Notice of Intent (EIS Only) – N/A
- 2.5.5 Transit Coordination Plan – N/A
- 2.5.6 Miscellaneous Services – N/A

2.6 N/A

2.7 Optional Services – N/A

3 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the study. The PIC shall coordinate and perform the appropriate level of public involvement for this project as outlined in the applicable sections of the PD&E Manual and the following sections. The CONSULTANT shall provide support to the PIC.

All public involvement tasks and activities will be coordinated with the PIC as well as the CFX's Public Affairs and Communications Department.

3.1 Public Involvement Plan & Data Collection

3.1.1 Public Involvement Plan and Web Site Development & Maintenance

The CONSULTANT, utilizing a template supplied by the PIC, will prepare a comprehensive Public Involvement Plan (PIP) and submit to the GEC and PIC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the RE-EVAL process. Obtaining stakeholder public consensus is the desired outcome of the PIP.

The CONSULTANT shall perform all data collection activities necessary to prepare and implement the PIP including, but not limited to, the following:

- Identification of stakeholders and interested parties.
- Preparation of meeting notes.

The CONSULTANT shall provide information about the study to the PIC for inclusion in the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the CFX prior to the Public Workshop Meeting.

3.1.2 Public Involvement Data Collection

The CONSULTANT, in coordination with the PIC, shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Public officials and their staffs
- Affected residents, business tenants and property owners within the project area.
- Interested parties, including:
 - i. Residents/property owners within 300 feet of the alternative alignments.
 - ii. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- Special interest groups

The CONSULTANT will maintain the mailing list in a computer file which is acceptable to the CFX. For each mailing, the CONSULTANT will provide the CFX a computer file of the mailing list and a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

3.2 Scheduled Public Meetings

1) The CFX has determined that a public meeting will be required to provide adequate opportunities for the public to participate in the RE-EVAL process. A Public Workshop Meeting will be conducted to provide the public with information related to the alignment alternatives and the evaluation of the potential engineering, environmental and social impacts. The CONSULTANT shall provide all support to the PIC necessary for the CFX to hold or participate in the public meeting.

For the meeting, the CONSULTANT, in coordination with the PIC, shall prepare and/or provide support to the PIC in preparing:

- Scripts or agenda for meeting presentations.
- Handouts.
- Graphics for presentations.
- Meeting equipment set-up and tear-down.
- Letters for notification of elected and appointed officials, affected property owners and other interested parties. Affected property owners includes those parcels that lie a minimum of 300 feet from the roadway right-of-way and any additional parcels that lie outside of the 300 foot buffer that may be impacted by any potential median modifications.
- The Public Workshop Meeting will also include a running PowerPoint presentation with scripted audio, in lieu of a live speaker.
- Responses to comments and/or inquiries received at meetings.

The CONSULTANT will attend the meeting with an appropriate number of personnel to assist the CFX staff.

Additionally, at the request of the CFX, the CONSULTANT shall provide to the CFX displays including, but not limited to, the following:

- 1" =200' scale and/or 1" =400' scale concepts showing the most viable alternative.
- Available aerial photography of the study area
- A regional map

2) The CFX has determined that multiple 'Presentations to Local MPOs and Associated Technical and Citizen Committees' will be required to provide adequate opportunities for local entities to participate in the RE-EVAL process. Within thirty (30) working days after the Notice to Proceed meeting, the CONSULTANT will prepare and the PIC will distribute a Project Kick-Off Letter to the following organizations: FDOT, MetroPlan Orlando, local government agencies (including Osceola and Orange Counties), the East Central Florida Regional Planning Council, Central Florida Regional Planning Council, environmental regulatory agencies, public utility owners, and any group or individual that expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT to the local officials and to acquaint them with the proposed project. Typical information shall include: study team, project scope, project limits, schedule, and potential issues and concerns.

The CONSULTANT will also arrange for, prepare, and present a project kick-off presentation to the Osceola and Orange County commissions, and MetroPlan Orlando (and its technical committees as required) at their regularly scheduled meetings.

3) The CFX has determined that multiple 'Coordination Meetings with Key Agencies' will be required to provide adequate opportunities for agencies and stakeholders to participate in the RE-EVAL process. The CONSULTANT shall work with the PIC to establish a Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from the FDOT, Osceola County, Orange County, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG, each (a total of two [2] meetings) during the RE-EVAL process to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

The CONSULTANT will coordinate with the CFX, the PIC, and the GEC to prepare the initial PAG and EAG members list. The PIC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study. The CONSULTANT will also be responsible for preparing all materials, exhibits, presentations, etc. to be distributed to the PAG/EAG members.

4) In addition to scheduled public meetings, the CONSULTANT may be required to participate in 'Other Public and Agency Meetings or Informal Meetings' with the public, elected officials, or public agencies (MetroPlan Orlando, Orange County, Osceola County, neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to thirty-two (32) such unscheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX Board and the MetroPlan Orlando Board.

3.3 Public Hearing - N/A

3.4 Comments and Coordination Report

The CONSULTANT shall provide all support to the PIC necessary for the completion of the Comments and Coordination Report.

3.5 Notification of Approved Environmental Document – N/A

3.6 Additional Public Involvement Requirements

1) The CONSULTANT shall provide support to the PIC in responding to general public correspondence.

2) As part of the overall study, and as needed preparation for the above noted meetings, the PIC shall prepare and distribute three (3) project newsletters which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PIC by providing appropriate information to include in the newsletters. Newsletters shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the newsletters will coincide with key project milestones as follows:

1. Kick-off Newsletter
2. Pre-Public Workshop Meeting Newsletter
3. Post-Public Workshop Meeting Newsletter

The PIC will distribute Newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a standard right-of-entry letter via US Post Office mail delivery.

4 ENGINEERING ANALYSIS AND REPORTS

4.1 Review of Previous Studies - Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin review of existing data (the OCX PD&E and CFX CF&M studies documents) as well as perform collection of new data. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

4.2 Existing Conditions Analysis

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by the CFX, FDOT, Osceola County and Orange County, or any other agency. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for the Public Workshop Meeting displays, the Corridor Base Map(s), and Conceptual Design Plans.

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then analyze the existing facility and conditions for deficiencies. The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

4.3 Survey Coordination

4.3.1 Survey Design

The CONSULTANT shall be responsible for coordinating with CFX regarding project requirements (e.g., utilizing existing LiDAR data) and review of survey information.

4.3.2 Photogrammetry

The CONSULTANT shall use aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The most up-to-date existing available controlled aerial photography (from Orange & Osceola Counties, FDOT, or other entities) will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The CONSULTANT will recommend mapping scales for approval by CFX.

4.4 Geotechnical Investigation

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements and review of geotechnical data.

4.5 Traffic Analysis

The CONSULTANT will coordinate with CFX and its T&RC to obtain all project traffic related information including travel demand forecasting, design traffic, and all operational analysis required for completion of the study.

4.5.1 thru 4.5.13 – N/A

4.5.14 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from the CFX T&RC.

4.5.15 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from the CFX T&RC.

4.5.16 Signalization Analysis

In coordination with the CFX, the T&RC shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The T&RC will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the recommended alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

4.6 Signage – N/A

4.7 Tolling Concepts – N/A

4.8 Safety

4.8.1 Crash Data

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.8.2 Safety Analysis – N/A

Assessment of historical crashes on the project.

4.8.3 Documentation of Safety Analysis – N/A

Documentation of findings from the safety analysis.

4.9 Utilities and Railroads

4.9.1 Utilities

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

- Overhead Transmission lines, microwave towers, etc.
- Underground water, gas, sanitary sewer, force mains, power and telephone cables, etc.
- Bridge attachments.

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described the PD&E Manual.

4.9.2 Railroads

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update data on the location and potential crossings of all existing railroad lines within the study area. The CONSULTANT shall obtain data and information and, if necessary, meet with railroad owners concerning proposed rail line crossings, some of which may influence location/design considerations.

4.10 Roadway Analysis

4.10.1 Design Controls and Criteria

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in the PD&E Manual and the following sections.

Development of this project will be guided by the basic design criteria as identified in Appendix A. The CONSULTANT, where applicable, shall inform the CFX and the GEC of recommended changes to this design criteria.

4.10.2 Typical Section Analysis

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine appropriate typical section alternatives for the project. These will include CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and incorporation of other desirable features.

4.10.3 Geometric Design

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine appropriate horizontal and vertical alignments for the project – including mainline, cross roads, and interchange ramps. The CONSULTANT will also develop an alignment alternative that avoids the Split Oak property and compare it against a refined OCX Recommended Alternative (Refined Alignment Alternative).

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then refine the evaluation of interchanges or intersections type in accordance with the applicable FDOT manuals and procedures. It also includes preliminary design of special intersection layouts such as roundabout and/or innovative intersections, where applicable.

4.10.5 Access Management

The CONSULTANT will ensure the appropriate entities are contacted and consulted and that access management standards are reflected within any alternative that effects the local roadway network.

4.10.6 Multimodal Accommodations

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then coordinate with transit and local government officials in order to determine what multimodal accommodations will be studied and evaluated as part of the project alternatives. This includes identifying the location of potential "Park and Ride" facilities, potential public transit stop operational or safety improvements, and potential multi-use trail crossing.

4.10.7 Maintenance of Traffic

The CONSULTANT will analyze the Refined Alignment Alternative and the Split Oak Avoidance Alternative for constructability and the ability to maintain traffic, as applicable. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

4.10.8 Lighting – N/A

4.11 Identify Construction Segments – N/A

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then analyze the advantage(s) of segmenting the project into implementable construction segments.

4.12 Transportation Systems Management and Operations – N/A

4.13 Structures

4.13.1 Existing Structures

The CONSULTANT shall first reference the OCX PD&E Recommended Alternative and CFX CF&M studies documents and then update the inventory of existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement, as required.

4.13.2 Structure Typical Sections

The CONSULTANT shall first reference the OCX PD&E Recommended Alternative typical sections and CFX CF&M studies documents and then update all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any

typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

4.13.3 Structure Design Alternatives

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then show estimated bridge limits on the Refined Alignment Alternative and the Split Oak Avoidance Alternative.. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each bridge.

4.14 Drainage

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update hydraulic data as needed to assess constraints for the Refined Alignment Alternative and the Split Oak Avoidance Alternative. This effort will be coordinated with the CFX, FDOT Maintenance Department, Orange and Osceola Counties, and any other entities to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will update the inventory of the immediate upstream and downstream structures and existing storm drain systems; noting their type, size, hydraulic basin they serve and discharge points.

The CONSULTANT will determine and quantify the base floodplain involvement for the refined alternative. Additionally, the CONSULTANT will obtain all data necessary to analyze any encroachments.

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the refined alternative. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin will be identified, including the recommended alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report and pond shapes will be prepared in CADD format. The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall identify Seasonal High Water elevations using available geotechnical data.

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include: identify and list all existing cross drains for size, length and flow lines information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; perform preliminary analysis for proposed bridge improvements. The analysis includes 50-year, 100-year and 500-year stages in the river and flood stage increment compared to existing conditions for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis.

4.15 Landscaping Analysis – N/A

4.16 Construction and Right-of-Way Cost Estimates

4.16.1 Construction Cost Estimates

The CONSULTANT shall review and present a construction cost estimate for the OCX PD&E Recommended Alternative. The construction cost estimate for the OCX PD&E Recommended Alternative was re-evaluated as part of the CFX CF&M Study. The construction cost estimate for the OCX PD&E Recommended Alternative will be obtained from the Osceola Parkway Extension Cost Opinion Technical Memorandum (November 2017).

The CONSULTANT shall prepare a cost estimate for the Refined Alignment Alternative, the Split Oak Avoidance Alternative and the final Recommended Alternative.

4.16.2 Right-of-Way Cost Estimates

The CONSULTANT will review and present CFX with pertinent right-of-way information (existing/proposed & parcel take/remainder) for the OCX PD&E Recommended Alternative. The right-of-way cost estimate for the OCX PD&E Recommended Alternative was re-evaluated as part of the CFX CF&M Study. The right-of-way cost estimate for the OCX PD&E Recommended Alternative will be obtained from the Osceola Parkway Extension Cost Opinion Technical Memorandum (November 2017) and will be refined if necessary based on consultation with CFX.

The CONSULTANT will provide similar parcel impact information for both the Refined Alignment Alternative and the Split Oak Avoidance Alternative, shown on aerials as well as spreadsheet tables. GEC staff will prepare preliminary right-of-way costs.

4.17 Alternatives Evaluation

4.17.1 Comparative Alternatives Evaluation

Based on CFX direction, the CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare a Refined Alignment Alternative at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the Refined Alignment Alternative. Utilizing the Refined Alignment Alternative as a basis, the CONSULTANT will also develop a Split Oak Avoidance Alternative to a similar level of detail.

The Refined Alignment Alternative and the Split Oak Avoidance Alternative will be presented to the PAG and the EAG for review and input. Based on comments received from the PAG and the EAG, the CONSULTANT may further refine the presented alternatives and then identify the Recommended Alternative for the Osceola Parkway Extension.

The CONSULTANT will abstain from indicating preference between any proposed alternatives prior to the Public Workshop Meeting unless specifically requested to do so by the CFX.

The entire Alternatives Development and Evaluation process shall be documented by the CONSULTANT as part of the RE-EVAL.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate, and document

alternative sections such as, but not limited to, cantilever overhangs, mechanically stabilized earth (MSE) walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts, and maintenance-of-traffic will be considered, evaluated, and documented during this project phase.

The Refined Alignment Alternative and the Split Oak Avoidance Alternative will be developed to a point at which the following can be determined:

- Horizontal and vertical alignment
- Typical cross section
- Preliminary right-of-way needs and impacts
- Preliminary drainage needs (showing required outfalls)
- Existing and proposed utility locations
- General soils information
- Local roadway improvement needs
- Structure locations, sizes, spans, etc.
- Potential stormwater pond sites, sizes, locations, etc.
- Retaining walls
- Sound walls
- Other features as directed by the CFX and GEC

The CONSULTANT will then prepare an evaluation matrix, which will include the significant impacts and costs of the OCX PD&E Recommended Alternative, the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Impacts and costs (construction and right-of-way) for the OCX PD&E Recommended Alternative will be brought forward from the OCX PD&E Study. The No-Build Alternative will also be included in the matrix.

The evaluation matrix will, at a minimum, include the following features:

- Environmental impacts
- Socioeconomic impacts
- Hazardous material impacts
- Right-of-way impacts / costs
- Drainage impacts / costs
- Utility impacts / costs
- Construction costs
- Engineering costs

The CONSULTANT shall be prepared to present the Refined Alignment Alternative and the Split Oak Avoidance Alternative and their evaluation at the Public Workshop Meeting.

Subsequent to the Public Workshop Meeting the CONSULTANT will complete an evaluation and comparison of the alternatives. This will include engineering, environmental, and public input.

4.17.2 Selection of Recommended Alternative

Upon completion of the evaluation and comparison, the CONSULTANT will identify a single Recommended Alternative to the CFX.

4.18 Concept Plans

4.18.1 Base Map

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and review the aerial base maps prepared for the studies, then update or provide any additional information as required for the development and evaluation of the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Information to be checked and updated will include:

- Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
- Street names: label street names and highway numbers in immediate project area.
- Surface features: label all pertinent cultural and natural features and land use information.
- North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
- Plot property lines.
- Plot new data as it becomes available to keep base map up to date.

4.18.2 Alternative Concept Plans

The CONSULTANT will prepare alternative concept plans for the Refined Alignment Alternative and the Split Oak Avoidance Alternative.

At a minimum, the concept plans should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay concept plans on the base maps. The concept plans will be prepared at a scale of 1"=200'. In addition, the CONSULTANT will draw an overall location plan of the project alternative at a ratio of 1" = 100'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meetings

4.18.3 Preferred Alternative Concept Plan

Upon approval by the CFX of the Recommended Alternative, the CONSULTANT will develop the Recommended Alternative on the base maps at a scale of 1" = 100", or other agreed-upon appropriate scale, that includes refinements from the Public Workshop.

4.18.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's PD&E Manual.

4.18.5 Design Exceptions and Design Variations – N/A

4.19 Transportation Management Plan – N/A

4.20 Risk Management – N/A

4.21 Engineering Analysis Documentation

4.21.1 Engineering Technical Document

The CONSULTANT will prepare the Draft Engineering Technical Document for review and comment by the CFX and GEC. Following review by the CFX, the CONSULTANT will make this report available at the Public Workshop.

4.21.2 Final Engineering Technical Document

The Final Engineering Technical Document will be finalized after the Public Workshop Meeting.

4.22 Planning Consistency – N/A

4.22.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- Metro Plan Orlando Long Range Transportation Plan
- Orange County Comprehensive Plan
- Osceola County Comprehensive Plan
- LYNX
- Non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

4.23 Transit Systems and Service – N/A

5 ENVIRONMENTAL ANALYSIS AND REPORTS

5.1 Sociocultural Effects Evaluation or Report

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update, as necessary and to the appropriate level, additional environmental analysis of each community, cultural, natural or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual for Re-evaluations.

Environmental Documents prepared by the CONSULTANT for the RE-EVAL will comply with the re-evaluation procedures and format and include content described and listed in the PD&E Manual. The task of documentation includes the preparation of draft and interim reports prepared by the CONSULTANT for review and comment by the GEC and CFX prior to producing final reports and documents. The environmental documents that are anticipated to be completed for the RE-EVAL are identified in Section 1.5.

5.1.1 Social Characteristics

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then conduct an overview of the study area to explore and update the socioeconomic issues, features, and activities that will influence the development of the Refined Alignment Alternative and the Split Oak Avoidance Alternative. Socioeconomic features to be cataloged will include, but not be limited to:

- Schools
- Places of worship
- Community centers and parks
- Other public facilities
- Neighborhoods
- Specialized housing

The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the alternatives. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

The CONSULTANT will analyze and document potential socioeconomic impacts as part of the RE-EVAL, as detailed in the PD&E Manual.

5.1.2 Economic Characteristics

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update key community amenities and features within the study area. The CONSULTANT shall also document how public comments, ideas and concerns have been addressed as part of the project. Alternatives proposing new roadway alignments and new traffic patterns can greatly alter access/ease of access to local businesses and should be discussed in detail within the RE-EVAL supporting information.

5.1.3 Land Use Changes

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then review and update existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use as compared to existing land uses (taking into account current plans, known future plans, and the ongoing roadway improvement).

5.1.4 Mobility

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then review and update current mobility options for local traffic and pedestrians to access area

businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

5.1.5 Aesthetics

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities, and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

5.1.6 Relocation Potential

The CONSULTANT shall collect the data and develop right-of-way parcel impact maps and spreadsheet tables. The GEC will provide the right-of-way cost estimate. No Conceptual Stage Relocation Plan will be prepared as part of this study.

5.2 Cultural Resources

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then, if necessary, prepare a Research Design and Survey Methodology that determines the Area of Potential Effect (APE), including potential pond sites, for the project.

5.2.1 Archaeological and Historical Resources

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then provide a cultural resource assessment for the project, which shall include coordination with FDOT and SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all cultural and historic resources and prepare a Cultural Resource Assessment Request Package as described in the PD&E Manual.

5.2.2 Recreational/ Section 4(f)

It is anticipated that Section 4(f) criteria will not apply to this project. Recreational areas will be identified as part of Section 5.1.

5.3 Natural Resources

5.3.1 Wetlands

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then update all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with the PD&E Manual.

5.3.2 Essential Fish Habitat

The CONSULTANT shall collect all data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

5.3.3 Wildlife and Habitat

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then generally describe the project area and, more specifically, describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the alternative improvements.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any state or Federal "critical habitat" must be identified.

5.3.4 Natural Resource Evaluation (NRE) Report

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then obtain all biological information needed to prepare a NRE of the project where endangered or threatened species are identified. The CONSULTANT will prepare a NRE for the project in accordance with the PD&E Manual.

5.3.5 Water Quality

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then obtain information on the existing water quality of potential receiving water bodies and evaluate the project's potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

5.3.6 Special Designation

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update all data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with the PD&E Manual.

5.3.7 Identify Permit Conditions

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions and type of permits required.

5.3.8 Farmlands

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then confirm and document that there are no farmland impacts associated with this project in accordance with the PD&E Manual.

5.4 Physical Effects

5.4.1 Noise

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then collect all data necessary to re-evaluate the previous noise study in accordance with the PD&E Manual. This task will include a qualitative corridor analysis which will be conducted to provide a comparative assessment of noise impacts for the OCX Recommended Alternative, the Refined Alignment Alternative and the Split Oak Avoidance Alternative. The assessment will be documented in a Noise Study Technical Memorandum.

5.4.2 Transit Noise and Vibration Analysis – N/A

5.4.3 Air Quality

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual, as applicable. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

5.4.4 Construction Impact Analysis

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then address potential construction impacts associated with this project in accordance with the PD&E Manual.

5.4.5 Contamination

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then update all data necessary to perform the Contamination Screening Evaluation in accordance with the PD&E Manual.

5.5 Cumulative Effects Evaluation – N/A

5.6 Project Commitments Record

The CONSULTANT shall first reference the OCX PD&E and CFX CF&M studies documents and then detail the project commitments that will be documented in the Commitments section of the RE-EVAL.

- 6 ENVIRONMENTAL DOCUMENT**
- 6.1 Categorical Exclusion Type II – N/A**
- 6.2 Environmental Assessment – N/A**
- 6.3 Finding of No Significant Impact (FONSI) – N/A**
- 6.4 Draft Environmental Impact Statement (DEIS) – N/A**
- 6.5 Final Environmental Impact Statement (FEIS) – N/A**
- 6.6 Record of Decision (ROD) – N/A**
- 6.7 Combined FEIS/ROD – N/A**
- 6.8 Project Environmental Impact Report (PEIR) – N/A**
- 6.9 Project Environmental Impact Report (PEIR) Re-evaluation (RE-EVAL)**

The CONSULTANT will first reference the OCX PD&E and CFX CF&M studies documents and then prepare a Draft RE-EVAL in accordance with the PD&E Manual, as applicable. The Draft RE-EVAL will be forwarded for review and comment by the CFX and GEC. Following review by the GEC and the CFX, the CONSULTANT will prepare the Final RE-EVAL after all other technical documents and reports have been finalized. The Final RE-EVAL will be made available to the public.

APPENDIX A - DESIGN CRITERIA

Design Element	Design Standard	Source
<u>Design Year</u>	2045	- Scope of Services
<u>Design Vehicle</u>	WB-62FL/WB-67	- AASHTO 2004, Pg. 18 - FDOT PPM Vol. I, p 1-19
<u>Design Speed</u> Rural Freeway Urban Freeway Urban Arterial Rural Arterial Other Frontage Road Service Road Access Road Ramp Directional Loop	70 mph 60 mph 45 mph ¹ 55 mph 45 mph 50 mph As appropriate 50 mph 30 mph	- FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2
<u>Lane Widths</u> Freeway Ramp 1-lane 2-lane Turning Roadway Arterial Collector/Service Road Bicycle Rural/Urban	12-ft 15-ft 24-ft Case dependent 12-ft 12-ft 5-ft/4-ft (designated or undesignated)	- FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1

Design Element	Design Standard	Source																																																																																				
<u>Cross Slope (lanes 1-way)</u> Roadway 2-lane (2) 3-lane (3) 4-lane (4) ₂ Bridge Section <u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	-0.02 ft/ft (2) -0.02 ft/ft (2), -0.03 ft/ft (1) +0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) -0.02 (typical, uniform, no slope break) 4.0% 5.0% (between through lane & aux. lane) 6.0% (between through lane & aux. lane)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5 - FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Table 2.1.4																																																																																				
<u>Median Width</u> Freeway DS 60 mph DS 60 mph All Arterial & Collector DS 45 mph DS 45 mph Offset Left Turn Lanes Median width 30-ft Median width 30-ft	60 to (64-ft*) 40-ft 26-ft (with barrier) 22-ft 40-ft Parallel offset lane Taper offset lane	- FDOT PPM Vol. I, Tbl. 2.2.1 - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2 - AASHTO Exh. 9-98																																																																																				
<u>Shoulder Width (lanes 1-way)</u> Freeway 3-lane or more 2-lane Ramp 1-lane 2-lane Aux. Lane Arterial & Collector (Norm. volume) 2-lane divided 1-lane undivided Service Road, 2-Lane, 2-Way, Undivided <u>Shoulder Cross Slope</u> <u>Max. Shoulder "Roll-over"</u> <u>Bridge section (lanes 1-way)</u> 2-lane 3-lane or more 1-lane ramp 2-lane ramp Service Road, 2-Lane, 2-Way, Undivided	<table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Total (ft)</th> <th colspan="2">Paved (ft)</th> </tr> <tr> <th>Outside</th> <th>Left</th> <th>Outside</th> <th>Left</th> </tr> </thead> <tbody> <tr> <td>Freeway 3-lane or more</td> <td>12</td> <td>12</td> <td>10</td> <td>10</td> </tr> <tr> <td>Freeway 2-lane</td> <td>12</td> <td>8</td> <td>10</td> <td>4</td> </tr> <tr> <td>Ramp 1-lane</td> <td>6</td> <td>6</td> <td>4</td> <td>2</td> </tr> <tr> <td>Ramp 2-lane</td> <td>10</td> <td>8</td> <td>8</td> <td>4</td> </tr> <tr> <td>Aux. Lane</td> <td>12</td> <td>N/A</td> <td>10</td> <td>N/A</td> </tr> <tr> <td>Arterial & Collector (Norm. volume) 2-lane divided</td> <td>10</td> <td>8</td> <td>5</td> <td>0</td> </tr> <tr> <td>Arterial & Collector (Norm. volume) 1-lane undivided</td> <td>10</td> <td>N/A</td> <td>5</td> <td>N/A</td> </tr> <tr> <td>Service Road, 2-Lane, 2-Way, Undivided</td> <td>10</td> <td>10</td> <td>5</td> <td>5</td> </tr> <tr> <td>Shoulder Cross Slope</td> <td>0.06</td> <td>0.05</td> <td>-</td> <td>-</td> </tr> <tr> <td>Max. Shoulder "Roll-over"</td> <td>7.0%</td> <td>7.0%</td> <td>-</td> <td>-</td> </tr> <tr> <td>Bridge section (lanes 1-way) 2-lane</td> <td>10</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td>Bridge section (lanes 1-way) 3-lane or more</td> <td>10</td> <td>10</td> <td>-</td> <td>-</td> </tr> <tr> <td>Bridge section (lanes 1-way) 1-lane ramp</td> <td>6</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td>Bridge section (lanes 1-way) 2-lane ramp</td> <td>10</td> <td>6</td> <td>-</td> <td>-</td> </tr> <tr> <td>Bridge section (lanes 1-way) Service Road, 2-Lane, 2-Way, Undivided</td> <td>10</td> <td>10</td> <td>-</td> <td>-</td> </tr> </tbody> </table>		Total (ft)		Paved (ft)		Outside	Left	Outside	Left	Freeway 3-lane or more	12	12	10	10	Freeway 2-lane	12	8	10	4	Ramp 1-lane	6	6	4	2	Ramp 2-lane	10	8	8	4	Aux. Lane	12	N/A	10	N/A	Arterial & Collector (Norm. volume) 2-lane divided	10	8	5	0	Arterial & Collector (Norm. volume) 1-lane undivided	10	N/A	5	N/A	Service Road, 2-Lane, 2-Way, Undivided	10	10	5	5	Shoulder Cross Slope	0.06	0.05	-	-	Max. Shoulder "Roll-over"	7.0%	7.0%	-	-	Bridge section (lanes 1-way) 2-lane	10	6	-	-	Bridge section (lanes 1-way) 3-lane or more	10	10	-	-	Bridge section (lanes 1-way) 1-lane ramp	6	6	-	-	Bridge section (lanes 1-way) 2-lane ramp	10	6	-	-	Bridge section (lanes 1-way) Service Road, 2-Lane, 2-Way, Undivided	10	10	-	-	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510 - FDOT PPM Vol. I, Fig. 2.0.1, 2.0.2, 2.0.4
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<u>Border Width</u> Freeway Ramp Arterial/Collector DS 45 mph DS 45 mph Arterial/Collector (Curb & Gutter) DS = 45 mph DS 40 mph	94-ft, (94-ft desirable) 94-ft, (L.O.C. plus 10-ft as minimum) 40-ft 33-ft 14-ft (12-ft with bike lane) 12-ft (10-ft with bike lane)	- FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 - (CFX Policy) ₃																																																																																				

Design Element	Design Standard		Source
	Fill Height (ft)	Rate	
<u>Roadside Slopes</u> Front slope Front slope (curb & gutter) Back slope Back slope (curb & gutter)	0.0-5 5-10 10-20 ☐ 20	1:6 1:6 to CZ & 1:4 1:6 to CZ & 1:3 1:2 with guardrail <i>(Use 10-ft bench at half the height of fill)</i> 1:2 not flatter than 1:6 1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope 1:2 not flatter than 1:6	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy); Use 1:3 slopes, avoid 1:2 slopes except where as necessary
<u>Max. Grade / Max. Change in Grade</u> Freeway (Rural / Urban) Ramp Directional Loop Arterial Rural Urban Collector Frontage Road/Service Road Min. Grade Curb & Gutter	 3.0% 5.0% 7.0% 3.5% 6.0% 6.5% to 9.0% 8.0% 0.3%	 ☐ 0.20% / 0.40% 0.60% 1.00% 0.50% 0.70% - 0.70% -	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2 - FDOT PPM Vol. I, Tbl. 2.6.4
<u>Minimum Stopping Sight Distance</u> (Grades 2.0%)	Dsgn. Speed (mph)	Distance (ft)	- FDOT PPM Vol. I, Tbl. 2.7.1
	70 60 55 50 45 30	730 570 495 425 360 200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70 60 55 50 45 30	780-1445 610-1280 535-1135 465-1030 395-930 220-620	
<u>Horizontal Curve Length</u> Freeway Others <u>Max. Curvature (Degree of Curve)</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	V = Design Speed 30V (15V min.) 15V (400-ft min.) 3 30' 00" 5 15' 00" 6 30' 00" 8 15' 00" 8 15' 00" 8 15' 00" 8 15' 00" 24 45' 00"	- FDOT PPM Vol. I, Tbl. 2.8.2a - FDOT PPM Vol. I, Tbl. 2.8.3	

Design Element	Design Standard		Source
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 30' 00" do not use spirals)		-FDOT PPM Vol. I, Sect. 2.9 - (CFX Policy)
<u>Superelevation Rates</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	e_{max}	SE Trans. Rate	- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4 - Design Standards Ind. No. 510, 511 - AASHTO Exh. 3-28
<u>Vertical Curves</u> Length, $L = KA$	Dsgn. Speed (mph)	K-value	
		Crest	Sag
	70	401	181
	60	245	136
	55	185	115
	50	136	96
	45	98	79
	30	31	37
<u>Minimum Lengths</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional DS = 30 mph Loop	Crest	Sag	
	500-ft	400-ft	
	400-ft	300-ft	
	350-ft	250-ft	
	135-ft	135-ft	
	135-ft	135-ft	
	300-ft	200-ft	
	300-ft	200-ft	
	90-ft	90-ft	
<u>Ramps</u> Ramp Terminals Length Taper	<u>Entrance</u> "Parallel-Type" 900 to 1200-ft 300-ft (25:1)	<u>Exit</u> "Taper-Type" 550-ft (2 <input type="checkbox"/> to 5 <input type="checkbox"/> 4 <input type="checkbox"/> (desirable)	- Design Standards Ind. No. 525 - AASHTO Pg. 850-856
Minimum Spacing Entrance to Exit ^a Exit to Entrance Entrance to Entrance Exit to Exit Turning Roadways	1,600 to 2,000-ft 500-ft 1,000-ft 1,000-ft 600 to 800-ft		- AASHTO Exh. 10-68, Pg. 844

Design Element	Design Standard	Source
<u>Lane Drop Taper</u>	L = WS (DS $\square\square$ 5 mph) L = WS ² /60 (DS $\square\square$ 5 mph) 50:1 min, 70:1 desirable (freeways)	- Design Standards Ind. No. 525, 526 - AASHTO Pg. 818
<u>Clear Zone</u> Freeway DS = 70 mph Rural DS = 60 mph Urban Arterial DS = 55 mph Rural DS = 45 mph Urban Collector DS = 45 mph Frontage Road DS = 50 mph Service Road Ramp DS = 50 mph Directional 1 to 2-lane DS = 30 mph Loop 1 to 2-lane	36-ft 36-ft 30-ft 4-ft (Curb & Gutter) As appropriate 4-ft (Curb & Gutter) 24-ft 14-ft to 24-ft 10-ft to 18-ft	- FDOT PPM Vol. I, Tbl. 2.11.11
<u>Vertical Clearance</u> Over Roadway Over Railroad Sign over Roadway Over Water	16'-6" 23'-6" 17'-6" 12'-0" min.	- FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4, Sect. 2.10.1
<u>Limited Access Limits</u> Rural Urban Crossroad overpass/no interchange	300-ft min. 100-ft min 200-ft	- FDOT PPM Vol. I, Sect. 2.14.1

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. Entrance Ramp Taper of 900 ft. (1° - convergence)
- 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. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- e. Limited access right-of-way limits per Index 450.

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 23, 2019

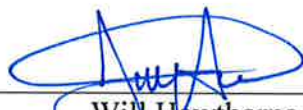
SUBJECT: Approval of Supplemental Agreement No. 1 with RS&H, Inc.
for Additional Design Services for
SR 417 Widening from John Young Parkway to Landstar Boulevard
Project 417-142, Contract No. 001313

Board approval is requested for Supplemental Agreement No. 1 with RS&H, Inc. in the not-to-exceed amount of \$1,172,647.69.

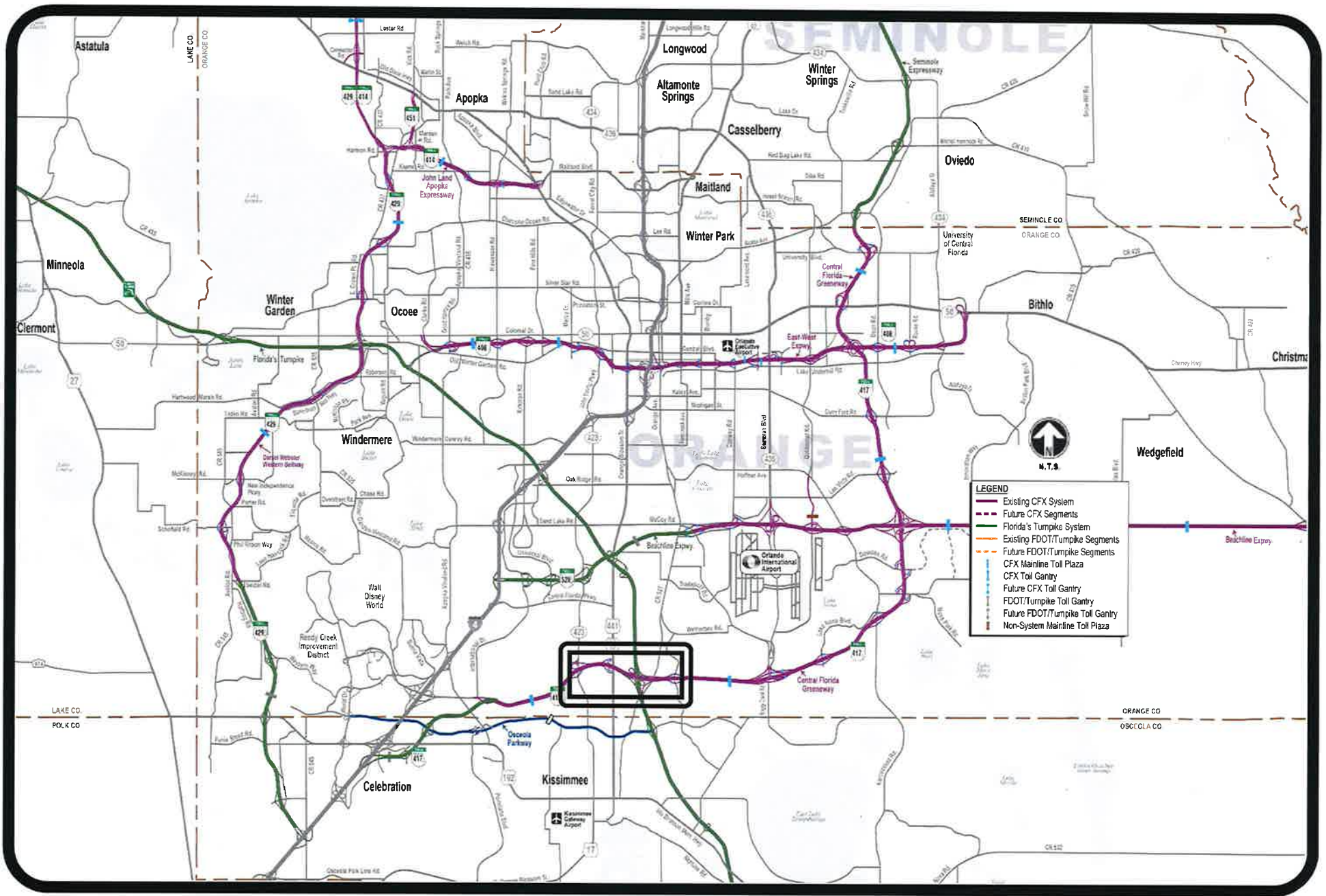
These services include the design for the addition of a braided ramp configuration that was not included in the conceptual plans for this portion of SR 417.

Original Contract Amount	\$6,500,000.00
Supplemental Agreement No. 1	<u>\$1,172,647.69</u>
Total Revised Contract Amount	\$7,672,647.69

Reviewed by:



Will Hawthorne, PE
Director of Engineering



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

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 29th day of June 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 22, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

- a. The Salary Related Costs are adjusted upward by \$1,080,097.99 to \$4,351,136.40.
- b. The Direct Expenses (Lump Sum) are adjusted upward by \$1,084.43 to \$21,601.60.
- c. Direct Travel Expenses (Limiting Amount) unchanged at \$1,777.99
- d. The Subcontract Items are adjusted upward by \$470,020.11 to \$3,173,131.70.

• EAC	\$67,468.35
• DRMP (Lighting + Survey)	\$23,430.92
• BASE	\$19,102.05
• GEC	\$360,018.79

- e. The Allowance is adjusted downward by \$378,554.84 to \$125,000.00.

The Total Maximum Limiting Amount is adjusted upward by \$1,172,647.69 to \$7,672,647.69.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict

between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

RS&H, INC.

Witness: _____
Print Name:

By: _____
Title:

Approved as to form and execution, only.

General Counsel for CFX



MEMORANDUM

Date: July 22, 2019
To: Glenn Pressimone, PE CFX Chief of Infrastructure
From: Scott Kamien ^{SMK}, PE
Subject: Design Consultant Services - Contract 001313
CFX Project No. 417-142
SR 417 Widening from John Young Parkway to Landstar Boulevard
Supplemental Agreement #1

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #1 (SA #1) submitted by RS&H, Inc. initially via email on May 8, 2019 and finalized on July 22, 2019. SA #1 is for additional professional services to prepare construction plans and bid documents for a new Landstar Blvd. exit that will consist of a third level braided ramp over the Florida Turnpike ramp and Orange Avenue, descending over FDOT's railroad and tying in west of the existing toll plaza.

Supplemental Agreement #1 request is attached and costs are detailed below:

\$ 1,081,182.42	RS&H as Prime
<u>\$ 470,020.11</u>	<u>Total Subconsultant Fees</u>
\$ 1,551,202.53	Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$1,551,202.53.

Should you have questions or need additional information, please call me at 321.354.9798.

cc:

Keith Jackson, PE Dewberry
File



RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AAC001888 • EB0005620 • LCC000210

July 22, 2019

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

RE: **SR 417 Widening from JYP to Landstar Blvd.
Supplemental Agreement No. 1 – Addition of Braided Ramp M**
Orange County, Florida
CFX Project No. 417-142

Dear Mr. Pressimone:

Enclosed please find The RS&H Team supplemental fee proposal request for the subject project.

If you have any questions or require additional information please contact me.

Very truly yours,

RS&H, INC.

A handwritten signature in blue ink that reads 'Renato J. Gonzalez'.

Renato J. Gonzalez, PE
Project Manager

SR 417 Widening from John Young Parkway to Boggy Creek Road
Central Florida Expressway Authority
Project 417-142
Contract 001313
Scope of Services Supplemental Agreement #1

The following items were added to the original scope to operationally improve the section of SR 417 between the Florida's Turnpike northbound on-ramp and the Landstar Boulevard exit:

- A new (relocated) northbound SR 417 single lane off-ramp to Landstar Boulevard. The approximately 1-mile ramp will take off immediately north of the SR 417 bridge over Florida's Turnpike.
- The ramp will require 2 new bridges; a 6-span third level bridge structure that will flyover the Turnpike on-ramp and Orange Avenue and a single span bridge structure that will descend over the FDOT railroad and tie into part of the relocated Landstar exit.
- The design will include all associated roadway, drainage, utilities, signing, lighting, ITS, survey, noisewalls, MSE walls and geotechnical services.

A breakdown of the individual tasks are included within the manhour spreadsheets.

The additional services will be completed within 12 months (July 22, 2020) with bid plan delivery set for May 1, 2020.

AGREEMENT

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

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

CONTRACT NO. 001313, PROJECT NO. 417-142

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

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

DESIGN SERVICES

CONTRACT NO. 001313, PROJECT NO. 417-142

JUNE 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

THIS AGREEMENT, made and entered into this 29th day of June, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and RS&H, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 301 East Pine Street, Suite 350, Orlando, FL. 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

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

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

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

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

The approved subconsultants are:

CLASS I

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

CLASS II

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

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,500,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5)

years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 301 East Pine Street, Suite 350, Orlando, FL. 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for

work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The

CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to abide with such policy.

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

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

20.0. CONFLICT OF INTEREST

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

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

engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

22.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

23.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

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

24.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

25.0. AUDIT AND EXAMINATION OF RECORDS

25.1 Definition of Records:

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

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

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

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

disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

25.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

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

26.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 26.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

27.0. NOTICE

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

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

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

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

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

28.0. HEADINGS

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

29.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

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

30.0. ASSIGNMENT

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

31.0. SEVERABILITY

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

32.0. INTEGRATION

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

33.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

Project No. 417-142
Contract No. 001313

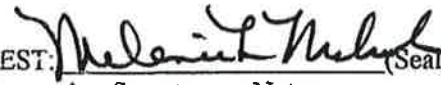
IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 29, 2018.

RS&H, INC

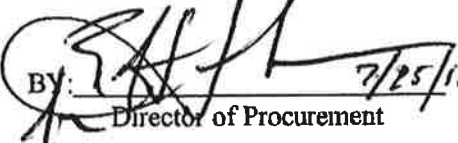
BY: 
Authorized Signature

Print Name: John J. Bottero

Title: Corp. Secretary

ATTEST:  (Seal)
Secretary or Notary

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY:  7/25/18
Director of Procurement

Print Name: _____

Effective Date: _____

Approved as to form and execution, only.


General Counsel for CFX

2018 JUL 19 PM 2:47

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

PROJECT NO. 417-142

IN ORANGE COUNTY, FLORIDA

JUNE 2018

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SCOPE OF SERVICES
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1.0 GENERAL

1.01 Location

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

1.02 Description

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

1.03 Purpose

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

1.04 Organization

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

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within eighteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

- 1. Project Milestones:

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

- 2. Project Schedule:

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

2.0 STANDARDS

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

3.0 DESIGN CRITERIA

3.01 General

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

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

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY	RAMPS	CROSSROADS/ COLLECTORS
	MAINLINE		
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 Use spirals for curves > 1° 30'	50:1 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 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.			
Right	4-Lane	Single Lane	8 (4*paved)
Left	12 (10 paved) 8 (4 paved)	6 (4 paved) 6 (2 paved)	(2 paved)
			* min. 5' paved FDOT
Right	6-Lane	Dual Lane	
Left	12 (10 paved) 12 (10 paved)	10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges, ft.			
Right	4-Lane	Single-Lane	
Left	10 6	6 6	
Right	6-Lane	Dual Lane	
Left	10 10	10 6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%

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

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

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

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

4.02 Governmental Agencies

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

4.03 Median Multi-Modal Corridor Assessment Study

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

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

4.04 Preliminary Design Report - Review

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

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

4.05 Surveys and Mapping

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

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

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

- B. Alignment

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

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

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

C. Reference Points

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

D. Bench Levels

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

E. Topography

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

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

N. CFX ITS/FON

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

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

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

4.06 Geotechnical Investigation

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

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

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

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

a. Roadway and Drainage

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

b. Structures

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

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

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

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

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

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

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

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

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

4.07 Contamination Impact Analysis

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

4.08 Pavement Design

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

4.09 Borrow Pits

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

4.10 Governmental Agency and Public Meetings

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

4.11 Environmental Permits

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

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

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

4.12 Utilities

A. Location

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

B. Utility Coordination

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

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

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

4.13 Roadway Design

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

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

4.14 Structures Design

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

locations will be developed during the final design.

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

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

4.15 Drainage Design

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

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

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

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

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

4.16 Roadway Lighting

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

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

4.17 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

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

4.18 Signing Plans

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

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

4.19 Pavement Marking Plans

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

4.20 Signalization Plans

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

4.21 Right-of-Way Surveys

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

4.22 Cost Estimates

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

4.23 Special Provisions and Specifications

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

4.24 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

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

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

dd. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.

3. The Consultant shall take the following information into consideration when developing the site construction plans:

- a. Minimize utility conflicts and adjustments.
- b. Minimize traffic impact.
- c. Accessibility and ease of equipment maintenance.
- d. Safety of equipment maintenance personnel and the traveling public.
- e. Maintain the existing FON system through all phases of construction.
- f. Environmental conditions.
- g. Concurrent/future CFX projects.
- h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls.

B. Splice and Cable Routing Details

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

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

4.25 Toll Plazas

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

4.26 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
- a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related

to the plans, details, and special provisions.

- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed

by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors

5. Design speed - See Section 3.02, Geometry.

6. AVI Percentages

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

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

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

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

7.02 CFX's Project Manager

CFX's Project Manager will:

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

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under**

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

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

7.04 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.
2. Identify progress against schedule for each identified work item.
3. Forecast completion dates from current progress.
4. Highlight rescheduled work in any area which is out of required sequence.
5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

7.05 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

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

7.09 Consultant Personnel

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

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files,

3 sets and 1 .PDF required)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.

- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.
 2. Drainage Map Prepared
 - a) Existing culvert sizes and elevations.
 - b) Horizontal alignment shown.
 - c) Drainage areas and flow arrows shown.
 - d) High water information shown.
 - e) Beginning and end stations shown along with any equations on project.

- f) Interchange supplemental maps prepared.
3. Typical Section Sheets
- a) Ramp typical sections developed.
 - b) Pavement structure shown.
 - c) Special details developed.
 - d) General notes shown.
4. Plan and Profile Sheets
- a) Centerline plotted.
 - b) Reference points and bench marks shown.
 - c) Existing topography.
 - d) Base line of surveys, curve data, bearings, etc. shown.
 - e) Beginning and end stations (project and construction).
 - f) Geometric dimensions.
 - g) Proposed and existing limited access right-of-way lines.
 - h) Existing ground line.
 - i) Proposed profile grade.
 - j) Type, size and horizontal location of existing utilities.
 - k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
5. Cross Sections
- a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).

- c) Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
 - a) Geometric dimensions.
 - b) Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
 - a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a) Project description and number shown.
 - b) Equations, exceptions and bridge stations shown.
 - c) North arrow and scale included.
 - d) Consultant and CFX sign-off included.
 - e) Contract set index complete.
 - f) Index of sheets updated.
 - 2. Drainage Maps

- a) Flood data shown.
 - b) Cross drains and storm sewer shown.
 - c) Bridges shown with beginning and ending stations.
 - d) Interchange supplemental sheets updated.
3. Typical Section Sheets
- a) All required typical sections are included.
 - b) Limited access right-of-way lines are shown.
 - c) Design speed and traffic are shown.
 - d) Special details have been completed.
 - e) Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a) Match lines shown.
 - b) Limited access right-of-way lines shown.
 - c) Stations and offset shown for all fence corners and angles.
 - d) All work shown should be within right-of-way or proposed easement.
 - e) Drainage structures and numbers are shown.
 - f) Drainage ponds shown.
 - g) Curve data and superelevation included.
 - h) Pavement edges, shoulders and dimensions shown.
 - i) Project and construction limits shown.
 - j) Bridges shown with beginning and ending stations.
 - k) General Notes.

5. **Drainage Structures**
 - a) **Drainage structures plotted and numbered.**
 - b) **Station location and offsets identified.**
6. **Cross Sections**
 - a) **Templates are shown at all stations.**
 - b) **Limited access right-of-way lines are shown.**
 - c) **Cross section pattern sheet included.**
 - d) **Miscellaneous notes included.**
 - e) **Boring profiles.**
7. **Interchange Layouts, Ramp Profiles and Intersection Details**
 - a) **Geometric data shown.**
 - b) **Profiles finalized.**
 - c) **Coordinate data shown.**
 - d) **Limited access right-of-way lines shown.**
 - e) **Curve data shown.**
 - f) **Bearings and bridges shown.**
 - g) **Cross roads, frontage roads, and access roads shown.**
 - h) **Intersection details shown.**
8. **Traffic Control Plans**
9. **Utility Adjustments**
10. **Signing and Pavement Marking Plans**
11. **Highway Lighting Plans**
12. **Selective Clearing and Grubbing (if required)**

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

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

1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.
- c) Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

- a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b) Limits of side road construction.
- c) Angle and stationing for intersections.
- d) Treatment for non-standard superelevation transitions diagramed.
- e) General notes shown.
- f) Special ditches profiled.

5. Drainage Structures

- a) Existing structures requiring modifications are shown.

- b) Existing and proposed utilities are shown.
 - 6 Soil Borings
 - a) Soils data and estimated high seasonal groundwater table shown.
 - 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.
 - 8. Utility Relocation Plans
 - a) Utility relocation plans prepared.
 - 9. Traffic Control Plans
 - 10. Signing and Pavement Marking Plans
 - 11. Highway Lighting Plans
 - 12. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 22, 2019

SUBJECT: Approval of Contract Award to Inwood Consulting Engineers, Inc.
for Design Consultant Services for SR 417 Widening from Boggy Creek Road to
Narcoossee Road
Project 417-151, Contract No. 001394

The Board approved, on June 13, 2019, final rankings and authorized fee negotiations for design consultant services for SR 417 Widening from Boggy Creek Road to Narcoossee Road. Negotiations with Inwood Consulting Engineers, Inc. have been completed. Board award of the contract to Inwood Consulting Engineers, Inc. is requested in the not-to exceed amount of \$5,000,000.00.

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
INWOOD CONSULTING ENGINEERS, INC.**

**S.R. 417 WIDENING FROM BOGGY CREEK ROAD TO
NARCOOSSEE ROAD**

CONTRACT NO. 001394, PROJECT 417-151

**CONTRACT DATE: AUGUST 08, 2019
CONTRACT AMOUNT: \$5,000,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

THIS AGREEMENT, made and entered into this 8th day of August 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 Inwood Consulting Engineers, 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 3000 Dovera Drive, Suite 200, Oviedo, FL. 32765.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from Boggy Creek to Narcoossee Road identified as Project 417-151 and Contract No. 001394.

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:

Atkins North America, Inc. (Class I)	Tierra, Inc. (Class II)
I.F. Rooks & Associates, LLC (Class I)	ECHO UES, Inc. (Class I and II (Survey))
Traffic Engineering Data Solutions, Inc. (Class I)	
AECOM Technical Services, Inc. (Class I and II (Survey))	

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,000,000.00 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 3000 Dovera Drive, Suite 200, Oviedo, FL. 32765.

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

Inwood Consulting Engineers, Inc.
3000 Dovera Drive, Suite 200
Oviedo, FL. 32765
Attn: Mark Hales, PE

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 [Note: Attach if applicable]
- Exhibit "F", Project Schedule [Note: Attach if applicable]
- 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 August 08, 2019.

INWOOD CONSULTING ENGINEERS, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 417 WIDENING FROM
Boggy Creek Road to Narcoossee Road (SR 15)**

PROJECT NO. 417-151

CONTRACT NO. 001394

IN ORANGE COUNTY, FLORIDA

July 25th, 2019

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

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

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from Boggy Creek Road to Narcoossee Road (SR 15). Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. All mainline bridges within the project limits, SR 15, 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, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 inside widening from Boggy Creek Road to SR 15.
- 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, utility coordination and final utility adjustment 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 and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans
 3. The FDOT Design Manual,
 4. The FDOT Basis of Estimates Handbook
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended

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	Single Lane	
Left	12 (10 paved) 8 (4 paved)	6 (4 paved) 6 (2 paved)	8 (4* paved) 2 (2 paved)
			* min. 5' paved
Right	6-Lane	Dual Lane	
Left	12 (10 paved) 12 (10 paved)	10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
Right	6(or more)-Lanes	Dual Lane	
Left	12 12	10 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 following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, 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. 417 inside widening from Boggy Creek Road (Station 1005 +/-) to north of the SR 15 bridge (Station 1244 +/-). Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, SR 15, will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. The use of hard shoulder running will be incorporated into the design elements of this project. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FDEP, FAA, 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.

- B. Preliminary Design Report (PDR) - Review: Brief report addressing the

following items:

1. Horizontal sight distance and outside widening through third horizontal curve or reduce inside shoulder width.
2. Vertical analysis to ensure adequate drainage is maintained along the barrier wall (approximately 9,200')
3. Potential walls along SR 417 for flattening slopes near Narcoossee Rd. Interchange?
4. Osceola Parkway Extension PD&E Re-evaluation/Coordination.
5. DDI at Narcoossee. Proposed Narcoossee Road widening project will require coordination with the City of Orlando.
6. The future opening of the second NB left-turn lane on Lake Nona Blvd. (by others) This will require ramp widening.
7. Jeff Fuqua exit ramp. Add new signage, route shield, guardrail and parallel deceleration lane.
8. Add parallel deceleration lane for the SB Lake Nona Boulevard exit ramp.
9. Pavement analysis
10. Hydroplaning Analysis

4.4 Surveys and Mapping

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

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

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

B. Alignment

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

C. Reference Points

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

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. Topographic survey will extend from the edge of paved shoulder to toe of slope and/or right of way fence. Provide DTM to existing or R/W throughout the corridor.
3. The Consultant will obtain existing pavement elevations and cross slopes along the inside travel lane and outside travel lane every 100'.
4. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
5. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide

soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

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

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static Lidar for clearance, features, and any other extraction needed to support design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC: anticipate ±xx mile of wetland delineation (includes surveying flagging for surface waters or roadside ditches).

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 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.

4.9 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
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. Pre-application meeting with FDEP

4.10 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.

4.11 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 Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, 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

4.12 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 Widening designs will be provided for both bridges over Narcoossee Road. Widening shall be to the inside completely closing the median of SR 417. Includes outside barrier retrofit with structural steel tubing.
 - 2. Retaining walls (may vary based on final design limits)
 - a. Permanent walls:
 - i. Permanent wall along SR 417 for slope correction— approximately 200 LF.
 - b. Critical Temporary Walls
 - i. Walls in median for construction of end bent caps & tie back.
 - 3. Box Culverts, (NA)
 - 4. Approach slabs for bridge widenings
 - 5. Summary quantity tables
 - 6. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.
 - 7. 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.

8. Sign\Signal structures:
 - a. Structural evaluation of the following existing structures:
 - i. 12 Cantilever Truss Sign Structures (6 each direction)
 - ii. 3 Overhead trusses (2 signs with one side static + 1 side DMS, 1 sign- static)
 - iii. 6 multi-post signs
 - b. Structural and foundation redesigns for the existing signs not meeting the current criteria per the Ancillary Structures Report. 6 cantilever signs and 3 overhead signs with DMS and static panel
 - c. Structural design of 10 Mast Arms at Narcoossee DDI
 - d. Structural design of 2 overhead span signs and 2 cantilever signs at Narcoossee DDI.
9. Noise walls. Structural design and plans for 1000 LF of noise wall. Location to be determined.
10. 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.
11. 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.
12. The existing Lake Nona Boulevard piers located in the median of SR 417 will be evaluated and the appropriate shielding will be specified and detailed.

4.13 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Finalize the pond design at the 30% submittal. Modify existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss

problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.
 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

4.14 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
- D. Perform an under-deck lighting analysis
- E. Coordination with FAA

4.15 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Traffic Modeling for Narcoosee Road Interchange
1. Data Collection
 - a. A vendor will be hired to conduct the field data collection (72-hour approach counts, 8-Hour Intersection TMCS, Queue Data Collection, and Travel Time Runs)
 - b. Field Review of the Traffic Conditions during data collection for model calibration purposes.
 - c. Traffic Data Review and collecting pertinent data from other agencies such as signal timing.
 - d. Development of Existing Condition Traffic Data for the AM and PM peak periods of 3 hour each. Balanced existing peak hour volumes for the study segment will be provided by CFX and only a minor amount of coordination and data development will be needed from Consultant.
 2. VISSIM Model Development & Model Calibration
 - a. Synchro model for existing condition for input to VISSIM
 - b. VISSIM Roadway network development
 - c. O-D Spreadsheet development
 - d. Model Calibration
 - e. Draft & Final Model runs and results compilation

f. Calibration documentation

3. No-Build Future Analysis

- a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
- b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
- c. VISSIM Traffic Model Development for Opening & Design Years
- d. O-D Spreadsheet Development for Opening & Design Years
- e. Draft & Final Model Runs and Results Compilation

4. Build 1 – TDI Analysis with Triple Left Turns (Opening and Design Year)

The Build 1 Condition will be modeled with 6 lanes on Narcoossee Road and triple left turn lanes from SB exit ramp for a Tight Diamond Interchange (TDI).

- a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
- b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
- c. VISSIM Traffic Model Development for Opening & Design Years
- d. O-D Spreadsheet Development for Opening & Design Years
- e. Draft & Final Model Runs and Results Compilation

5. Build 2 - Future Analysis (Opening & Design Year for DDI)

The Build 2 Condition will be modeled with 6 lanes on Narcoossee Road and triple left turn lanes from SB exit ramp for a Diverging Diamond Interchange (DDI).

- a. Development of Future Forecast using approved linear growth rate. A growth rate will be provided by CFX to develop the future volumes. This growth rate will be applied to all volumes. No other method will be used for developing the future volumes.
- b. Synchro Traffic Model Development with Optimized Signal Timing. No Synchro summary tables will be prepared. Only the signal timing will be used for input into the VISSIM model.
- c. VISSIM Traffic Model Development for Opening & Design Years

- d. O-D Spreadsheet Development for Opening & Design Years
 - e. Draft & Final Model Runs and Results Compilation
 - f. Comparison of TDI and DDI
6. Interchange Operational Analysis Report (IOAR), Meetings & Coordination
- a. Draft & Final IOAR Preparation
 - b. Meetings & Coordination
- C. Maintenance of Traffic Plans
1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" = 100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, 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.

4.16 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).
- D. The Consultant shall determine the existing structures that will be impacted by the widening and need to be replaced.

4.17 Signalization Plans

- A. Signal plans may be needed for the DDI at Narcoossee Road.
- B. If needed, 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.
- C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

4.18 Right-of-Way Surveys

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

4.19 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.

4.20 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.

4.21 Fiber Optic Network (FON)

- A. Fiber Optic Infrastructure Plans
 - 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction 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. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.
 - 2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry

- b. Rights-of-Way
- c. Existing utilities within the right-of-way including CFX's FON
- d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
- e. Manhole/Pull box locations and stub-out details (standard details provided)
- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the maximum connected load in the cabinet plus 10A to accommodate other loads such as UPS battery charging or Maintenance equipment (lowering device drill, shop vac, etc.). Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- w. Replacement 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.

- x. Relocation of existing dynamic message sign (DMS) to be centered over the proposed roadway. If site is to be impacted by widening activities then the Designer is to replace the existing site and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- y. Replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
- aa. Install new WWDS at the off-ramps that currently do not have WWDS (NB exit ramp at Narcoossee Rd).
- bb. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.
- cc. Toll Violation Structure: Northbound and southbound structure and associated control circuit to be removed due to inside widening.
- dd. Replace any existing Skyline DMS within project limits to the new CFX standard. Coordinate with CFX staff to obtain manufacturer for new proposed sign.

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 surge suppression (TVSS) standards for ITS devices, etc.)
- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls

B. Splice and Cable Routing Details

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

4.22 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.

4.23 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 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

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

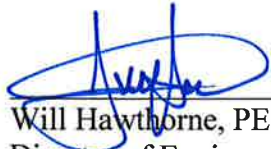
DATE: July 22, 2019

SUBJECT: Approval of Nadic Engineering Services, Inc. as a Subconsultant for the Design Consultant Services for SR 429 Widening from West Road to SR 414 Contract with Moffatt & Nichol, Inc.
Project 429-153, Contract No. 001396

Moffatt & Nichol, Inc., CFX's Design Consultant Services Consultant for SR 429 widening from West Road to SR 414 has requested approval to use Nadic Engineering Services, Inc. to perform roadway geotechnical survey services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Moffatt & Nichol, Inc. when its contract with CFX was originally awarded.

Board approval of Nadic Engineering Services, Inc. as subconsultant to Moffatt & Nichol, Inc. is requested.

Reviewed by:



Will Hawthorne, PE
Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Moffatt & Nichol, Inc. Date: 6/25/19

CFX Contract Name: Project 429- 153, SR 429 Widening from West Road to SR 414 CFX Contract No.: 001396

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: Nadic Engineering Services, Inc.

Address: 601 North Hart Boulevard, Orlando, FL 32818

Phone No.: 407-521-4771

Federal Employee ID No.: 30-0052251

Description of Services to Be Sublet: Roadway Geotechnical Survey Services

Estimated Beginning Date of Sublet Services: 6/25/2019


Estimated Completion Date of Sublet Services: 4/4/2024

Estimated Value of Sublet Services*: \$ Greater than \$25,000
*(Not to exceed \$25,000 without prior Board Approval)


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

Requested By: 
(Signature of Consultant Representative)

Project Manager
Title

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

Date: 6/26/2019

Approved by: 
(Signature of CFX Division Chief)

Date: 6/26/19


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 22, 2019

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Project Development and Environment (PD&E) Study for the Osceola Parkway Extension from Cyrils Drive to Nova Road (CR532)
Project 599-228, Contract No. 001546

Letters of Interest for the referenced project was advertised on May 15, 2019. Responses were received from three firms by the June 10, 2019 deadline. Those firms were: Metric Engineering, Inc., RS&H, Inc. and Stantec Consulting Services, Inc.

The Evaluation Committee unanimously agreed to shortlist the firms.

As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on July 18, 2019. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The results of that process are shown below:

<u>Ranking</u>	<u>Firm</u>
1	RS&H, Inc.
2	Metric Engineering, Inc.
3	Stantec Consulting Services, Inc.

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

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

Reviewed by 
Will Hawthorne, PE
Director of Engineering

LOI-001546 Technical Committee Meeting – July 18, 2019 Minutes

Technical Review Committee for PD&E Study for the Osceola Parkway Extension – Cyrils Drive to Nova Road (CR532); Contract No. 001546, held a duly noticed meeting on Thursday, July 18, 2019 at 1:00 p.m. in the Ibis Conference Room (Room 150), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, Chief of Infrastructure
Will Hawthorne, Director of Engineering
Jack Burch, Resident Engineer

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

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

Metric Engineering, Inc.	1:00 – 1:35 p.m.
RS&H, Inc.	1:45 – 2:20 p.m.
Stantec Consulting Services, Inc.	2:30 – 3:05 p.m.

Evaluation Portion:

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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Metric Engineering, Inc.	6	2
RS&H, Inc.	3	1
Stantec Consulting Services, Inc.	9	3

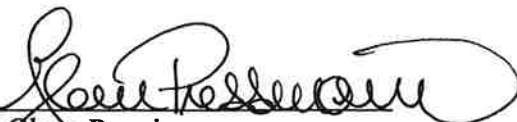
Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Glenn Pressimone reviewed and approved the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 3:03 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, July 18, 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

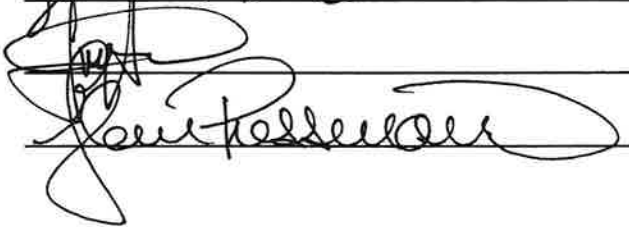
PD&E STUDY FOR THE OSCEOLA PARKWAY EXTENSION - CYRILS DRIVE TO NOVA ROAD (CR532)

CONTRACT NO. 001546

CONSULTANT	Jack Burch Score	Glenn Pressimone Score	Will Hawthorne Score	TOTAL SCORE	RANKING
Metric Engineering, Inc.	2	2	2	6	2
RS&H, Inc.	1	1	1	3	1
Stantec Consulting Services, Inc.	3	3	3	9	3

TECHNICAL COMMITTEE MEMBERS:





Thursday, July 18, 2019

Thursday, July 18, 2019


Thursday, July 18, 2019

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 22, 2019

SUBJECT: Approval of First Contract Renewal with Nelson Mullins Riley &
Scarborough, LLP for Bond Counsel Services
Contract No. 001476

Board approval is requested for the first renewal of the referenced contract with Nelson Mullins Riley & Scarborough, LLP, in the amount of \$275,000.00 for a one year period beginning November 1, 2019 and ending October 31, 2020. The original contract is for three years with two one-year renewals.

The service to be performed under this renewal is to provide bond counsel services.

Original Contract Amount	\$375,000.00
First Renewal	<u>\$275,000.00</u>
Total	\$650,000.00

Reviewed by:


Lisa Lumbard
Chief Financial Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 1
CONTRACT NO. 001496

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of August 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Nelson Mullins Riley & Scarborough, LLP, hereinafter called the "Consultant".

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated October 13, 2016, whereby CFX retained the Consultant to provide bond counsel services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 1st day of November 2019 and ending the 31st day of October 2020 at the cost of \$275,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract renewal ending October 31, 2019, the Consultant shall execute a 'Certificate of Completion of the Original Contract and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 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.

NELSON MULLINS RILEY & SCARBOROUGH

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____

18 NOV 29 AM 9:50

CONSENT TO ASSIGNMENT AND ASSUMPTION

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION (this "Consent"), is entered into on this 21st day of November, 2018 and shall be effective as of August 1st, 2018, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public and governmental body, existing under and governed by virtue of the laws of the State of Florida (the "CFX"), **BROAD AND CASSEL LLP** ("Assignor") a Florida limited partnership and **NELSON MULLINS RILEY AND SCARBOROUGH LLP** ("Assignee") a South Carolina limited partnership.

W I T N E S S E T H

WHEREAS, on October 13, 2016, CFX a body politic and agency of the State of Florida, and Assignor entered into an Agreement, and amendments thereto, whereby Assignor would provide Bond Counsel services for CFX; and

WHEREAS, on August 1, 2018, Assignor combined with Assignee; and

WHEREAS, Assignee will continue to perform all of its duties, responsibilities and obligations under the Agreement; and

WHEREAS, CFX hereby consents to continuing the Agreement with Assignee; and

WHEREAS, where the term Broad and Cassel shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to Nelson Mullins Riley & Scarborough; and

WHEREAS, Assignee has indicated that the combined firms will operate in Florida as Nelson Mullins Broad and Cassel for an indefinite period of time, before operating under the name Nelson Mullins.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

CONSENT TO ASSIGNMENT AND ASSUMPTION

Upon signing below, CFX consents to the assignment of the Agreement from Assignor to Assignee and to the assumption of the obligations and responsibilities under the Agreement by the Assignee.

This consent is conditioned upon the obligations set forth herein and Assignee hereby reaffirms the terms of the Agreement and obligates itself to CFX upon the terms and conditions set forth therein and herein.

By signing below, Assignee agrees to comply with the following terms and conditions:

1. Assignee assumes all obligations and responsibilities of Assignor under the Agreement.
2. Assignee shall provide CFX evidence of errors and omission insurance as required by CFX.

[SPACE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES TO FOLLOW]

13 NOV 29 AM 5:50

IN WITNESS WHEREOF, the parties have executed this Consent to Assignment on the date first above written.

“CFX”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: 

APPROVED AS TO FORM AND LEGALITY
on the 21st day of November, 2018, for the
use and reliance of the Central Florida
Expressway Authority, only.

By: 

“ASSIGNEE”
NELSON MULLINS RILEY
SCARBOROUGH LLP

By: 

18 NOV 29 AM 9:50

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
BROAD AND CASSEL**

BOND COUNSEL SERVICES

CONTRACT NO. 001195

**CONTRACT DATE: OCTOBER 13, 2016
CONTRACT AMOUNT: \$375,000.00**

CONTRACT, SCOPE OF SERVICES, AND FEE SCHEDULE

CONTRACT, SCOPE OF SERVICES, AND FEE SCHEDULE

BOND COUNSEL SERVICES

CONTRACT NO. 001195

OCTOBER 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR BOND COUNSEL SERVICES
CONTRACT NO. 001195**

This Contract No. 001195 (the "Contract" as defined herein below), is made this 13th day of October, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called ("CFX") and Broad and Cassel, hereinafter the ("COUNSEL").

WITNESSETH:

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

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

WHEREAS, CFX desires to retain the services of competent and qualified legal counsel to serve as CFX's bond counsel for the issuance of revenue bonds and other debt instruments which may be required from time to time to finance additions and improvements to the Expressway System and to refund outstanding indebtedness;

WHEREAS, on or about July 25, 2016, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and,

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on September 15, 2016 and the recommendation of the Finance Committee at its meeting held on September 19, 2016, the Governing Board of CFX at its meeting held on October 13, 2016 selected Board and Cassel to serve as Bond Counsel;

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and COUNSEL agree as follows:

SECTION 1. SERVICES. CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX financial matters, including, but not limited to, bond financing and re-financing and as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.

(a) Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates CFX's General Counsel or Chief Financial Officer as CFX employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

SECTION 3. TERM. Unless earlier terminated as provided for herein, this Agreement shall become effective November 1, 2016, and shall run for a term of three (3) years, 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 COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

SECTION 4. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required to assist CFX in the field of finance, bond financing and re-financing and other areas of responsibility as deemed necessary by CFX.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates Joseph Stanton, as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as he deems appropriate to the needs of the particular transaction.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay COUNSEL a fee based on a "fixed-fee" per transaction basis, said fee shall be based on the fee schedule attached hereto as Exhibit "B." Any services not directly related to a specific transaction will be billed by COUNSEL on a "Time Basis Method". Total compensation to COUNSEL during the three-year term of the Agreement is estimated to a not to exceed amount of \$375,000.00.

(b) On transactions where COUNSEL is being compensated on the "Time Basis Method", CFX shall compensate COUNSEL for the actual work hours required to perform the services authorized. Payment for services billed on a Time Basis Method shall be made to COUNSEL each month for the immediately preceding month's services. COUNSEL shall provide an itemized invoice based on actual services rendered. COUNSEL shall be compensated based on the fee schedule attached hereto as Exhibit "B".

(c) Reimbursable expenses shall be paid in addition to the payment due under subsection (b) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orland, (all travel, lodging and meals shall be at rates allowed to public employees under Florida Statute 112.061), long distance calls and facsimile transmissions.

(2) COUNSEL will not be reimburse for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify CFX of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed

(3) If authorized in writing in advance by CFX, the reasonable cost of other expenditures made by COUNSEL in the interest of the services provided under this Agreement.

(d) The parties hereto do hereby acknowledge that the fees described in this Agreement are based on the proposed fees to be paid to COUNSEL, including any third party tax consultants hired by COUNSEL. COUNSEL has elected to subcontract with Marchena and Graham, P.A. as CO-COUNSEL. All fees outlined in Exhibit B are inclusive of CO-COUNSEL fees. CFX shall have the right to approve assignments given to CO-COUNSEL and fees shall be based on tasks performed.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX, by the 20th calendar day of each month for services performed during the preceding month, when being compensated on the "Time Basis Method," and within

twenty (20) days of the closing of a bond transaction when being compensated on the "Fixed Fee Method." CFX shall pay COUNSEL within thirty (30) days of receipt of such valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

SECTION 7. CO-COUNSEL SERVICES. COUNSEL has agreed to separately engage the Co-Bond Counsel services of Marchena and Graham, P.A. for 30% of fees or such amount as shall be deemed appropriate, as directed by and in the sole discretion of CFX's General Counsel or Chief Financial Officer. In such event, COUNSEL agrees to exercise its best efforts, in good faith, to negotiate with CO-COUNSEL a fair allocation of work responsibility. The fees paid to CO-COUNSEL shall be the responsibility of COUNSEL directly; however, the final terms of such arrangement shall be subject to the approval of CFX. The exact percentage paid to CO-COUNSEL on each transaction shall be at the sole discretion of COUNSEL based on the allocation of work responsibility and the quality of work product of CO-COUNSEL. COUNSEL shall incorporate into such separate arrangement with CO-COUNSEL the same terms and conditions as to which COUNSEL is subject hereunder.

SECTION 8. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into its separate arrangement with CO-COUNSEL granting ownership to CFX of such written instrument or document that may result from CO-COUNSEL's services.

SECTION 9. AUDIT AND EXAMINATION OF RECORDS

1.1 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 COUNSEL'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 COUNSEL 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 subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by COUNSEL 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 COUNSEL or any subconsultant. By submitting a response to the Request for Proposal, COUNSEL or any subconsultant 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 COUNSEL refuses such access or review, COUNSEL 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 COUNSEL. These provisions shall not be limited in any manner by the existence of any COUNSEL claims or pending litigation relating to the Contract. Disqualification or suspension of the COUNSEL for failure to comply with this section shall also preclude the COUNSEL from acting in the future as a subconsultant of another consultant doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the COUNSEL is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: COUNSEL shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the COUNSEL and any or all subconsultants to support the compensation paid the COUNSEL. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the COUNSEL 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 COUNSEL agrees that such amounts are due to CFX upon demand. Final payment to the COUNSEL shall be adjusted for audit results.

COUNSEL 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.

SECTION 10: PUBLIC RECORDS

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNSEL'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).

COUNSEL 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 COUNSEL 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, COUNSEL 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 COUNSEL 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 COUNSEL or keep and maintain public records required by the public agency to perform the service. If the COUNSEL transfers all public records to the public agency upon completion of the contract, the COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNSEL keeps and maintains public records upon completion of the contract, the COUNSEL 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 COUNSEL in conjunction with this Contract (including without limitation COUNSEL Records and Proposal Records, if and as applicable), COUNSEL shall immediately notify the CFX. In the event the COUNSEL has public records in its possession, COUNSEL shall comply with the Public Records Act.

SECTION 11: CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

COUNSEL warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the COUNSEL, to solicit or secure this Contract, and that COUNSEL 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.

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

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

COUNSEL covenants and agrees that it and its employees, officers, agents, and subconsultants 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.

COUNSEL 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 COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

SECTION 12. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Bond Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX. The delegation by COUNSEL of certain assignments or tasks under the scope of services to CO-COUNSEL shall not be deemed an assignment of this Agreement for purposes of this Section.

SECTION 13. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the scope of services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

SECTION 14. LOSS OF ESSENTIAL LICENSE. The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

SECTION 15. INDEPENDENT CONTRACTOR. COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within the Request for Proposals or this Agreement be construed

to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

SECTION 16. INSOLVENCY. If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

SECTION 17. INSURANCE. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

COUNSEL shall provide CFX with properly executed Certificate(s) of Insurance forms 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 licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

CFX agrees that, if more than one entity is providing Bond Counsel services, each firm shall independently be liable to CFX for any negligence or professional malpractice committed by the respective entity's employees and that no law firm shall have any cross-liability or responsibility for any negligence or professional malpractice committed by another acting separately or in a co-counsel relationship.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

SECTION 19. WAIVER. The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

SECTION 20. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:

Mr. Joseph Passiatore, General Counsel
Ms. Lisa Lumbard, Chief Financial Officer
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

Mr. Joseph B. Stanton, P.A.
Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

SECTION 21. TERMINATION. CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

- (a) immediately discontinue all services affected (unless the notice directs otherwise); and
- (b) deliver to CFX all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

SECTION 22. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT. COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 23. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

SECTION 24. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

SECTION 25. PUBLIC ENTITY CRIMES. COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 27. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

SECTION 28: INSPECTOR GENERAL. COUNSEL 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 / subcontractors to the undersigned participating in the performance of this contract shall also be bound contractually to this and all applicable Florida statutory requirements.

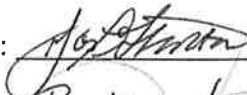
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on October 13, 2016.

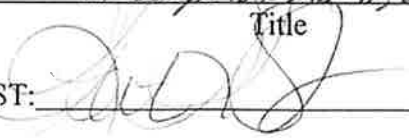
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Aneth Williams

BROAD AND CASSEL

By: 
President, Joseph B. Statton, P.A., Partner
Title

ATTEST:  (Seal)

Approved as to form and execution, only.

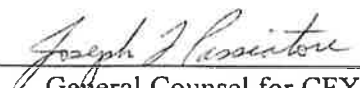

General Counsel for CFX

EXHIBIT "A"
SCOPE OF SERVICES
BOND COUNSEL

Services to be performed by Counsel include, but are not limited to, the following:

- A. Serve as a member of CFX's financing team;
- B. Meet or consult with the CFX Board members, officers and staff, including the financing team and established committees, concerning all legal questions relating to the issuance of debt;
- C. Attend, upon request, meetings of the CFX Board and meetings of the Finance Committee;
- D. Prepare all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of CFX and required in connection with their issuance, and perform such tasks in cooperation with the financial advisors, underwriters and other legal counsel engaged by CFX;
- E. Prepare and review of all documentation required for bond sales and closings, including but not limited to resolutions, certificates, opinions and notices of sale;
- F. Coordinate, attend and manage all aspects of the bond closings;
- G. Render appropriate opinions as to validity and enforceability of certain agreements of CFX, the legality of the indebtedness being issued, the proceedings pursuant to which they are issued, and tax treatment of interest on the bonds, notes, certification of participation or other indebtedness for federal income tax purposes, which opinions are to be in written form, executed on behalf of the law firm and delivered at the time the bonds, notes, certification of participation or other indebtedness are to be authenticated and delivered;
- H. Upon request, prepare all documents required in connection with the validation of bonds by CFX and, where applicable, on appeal, and, with the assistance of General Counsel, handle the associated legal proceedings;
- I. Participate, as part of the financing team, in discussions concerning the Preliminary Official Statement and Official Statement and any amendments thereto in connection with CFX financings;

- J. Review all disclosure documents, including official statements, prepared or authorized by CFX insofar as such documents contain descriptions of the bonds, notes, certificates of participation or any other indebtedness, summaries of contracts or other documents relevant to the bonds, notes, certificates of participation or any other indebtedness; provided, however, Counsel shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and, provided further, that Counsel shall have no responsibility to the purchasers of the bonds, notes, certificates of participation or any other indebtedness for State or Federal securities law compliance in connection with the offering of the bonds, notes, certificates or participation or other indebtedness;
- K. Assist CFX in complying with Federal and State regulatory agencies' laws and regulations, including but not limited to the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations;
- L. Assist in reviewing investment decisions in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements; ensuring the legality and suitability of hedge instruments and other complex financial products proposed to CFX;
- M. As requested, assist CFX, as requested, with the credit rating process, including meetings with representatives of the major rating agencies which assign credit ratings to municipal bonds;
- N. Assist CFX and its financial advisors, investors, credit analysts, insurers and bankers to effectively manage: formulation of financing plans; structuring financial solutions; drafting documents for public or private offering of debt; new money or refunding debt; compliance with Florida law, federal tax code, and SEC rules; fixed and variable debt (single mode or multi-modal); structure finance; investment processes; taxable and tax-exempt structures; and the response to financial proposals presented to CFX from time to time;
- O. Inform CFX of the impact of changes in Federal and State Laws regarding the issuance and management of the public debt;
- P. Legal services related to all matters, including legislative matters, effecting the administration and collection of revenues involved with, or available for, financial undertakings by CFX; and
- Q. Provide general advice and consultation, from time to time, to CFX and its financing team related to public finance, including but not limited to fixed and variable rate debt structures, taxable and tax-exempt structures, and investment of debt proceeds.

CFX separately selects other financing team members, including disclosure counsel and issuer's counsel. CFX may adjust the responsibilities and assignments of the financing team members in order to best utilize, in CFX's judgment, the expertise of its various financing team members.


End of Scope

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

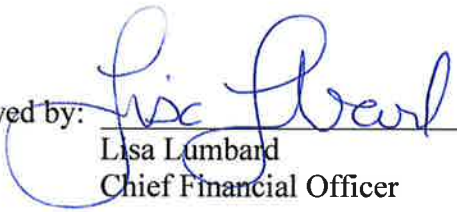
DATE: July 31, 2019

SUBJECT: Authorization to Execute an Engagement Letter with Shutts & Bowen, LLP for
Issuer's Counsel Services
Contract No. 001591

Board authorization is requested to execute an engagement letter with Shutts & Bowen, LLP in the not-to-exceed amount of \$220,000.00 for services to be rendered through the completion of all duties associated with the issuance of debt which may be authorized by the Board at the August 8, 2019 CFX Board Meeting.

Shutts & Bowen, LLP has been designated as a single source provider for these services due to the timing of the debt anticipated to be issued and their experience with the agency.

Reviewed by:



Lisa Lombard
Chief Financial Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 26, 2019

Steven J. Zucker
Partner
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1600
Orlando, Florida 32801

RE: Issuer's Counsel Services
Contract No. 001591

Dear Mr. Zucker:

This letter sets forth the terms of engagement for Shutts & Bowen LLP ("COUNSEL") to provide Issuer's Counsel Services to Central Florida Expressway Authority ("CFX").

The scope of services to be provided by CFX and the basis upon which COUNSEL will be compensated therefore, and the other terms of the engagement are as follows:

I. SCOPE OF SERVICES

A. Services Relative to Primary Debt Offerings:

1. Serve as a member of CFX's financing team;
2. Assist the financing team in determining the information and specific language to be included in the Official Statement for bond and/or note issuances;
3. Render customary opinions as to the information included in the offering documents relating to CFX financings;
4. Assist CFX in complying with Federal and State regulatory agencies' laws and regulations in relation to CFX financings;
5. Prepare, as customary of Issuer's Counsel, certain resolutions, certificates and other documents in relation to CFX financings;
6. Review of primary financing documents, as applicable, including but not limited to:
 - a. CFX resolution(s)
 - b. Offering documents
 - c. Engineering and traffic reports
 - d. Financial statements
 - e. Escrow documents
 - f. Credit support or enhancement documents
 - g. Continuing disclosure undertaking
 - h. Swap documents
 - i. Counsel opinions
 - j. Closing documents



- B. Review and commenting on the Bond Purchase Agreement between CFX and the Underwriters.
- C. At the request of Chief Financial Officer, attend meetings of the CFX Board and the CFX Finance Committee at which matters concerning CFX debt offerings may be presented and/or considered for approval.
- D. Services relative to providing general advice and consultation to CFX and its financing team to assist with responses to Disclosure Counsel and/or Underwriters related to disclosure issues or due diligence questionnaires.
- E. Such additional matters as CFX may direct COUNSEL to undertake with respect to the debt offerings.

II. COMPENSATION FOR SERVICES RENDERED

COUNSEL shall provide the required services in connection with the issuance of CFX debt for a fee equal to 75% of the fee paid to Disclosure Counsel with a minimum fee of not less than \$55,000 and a maximum fee of not greater than \$110,000.00 per issuance, plus reasonable expenses. If the CFX debt is issued by private placement or other means in which Disclosure Counsel is not involved in the transaction, then the fee paid to Issuer’s Counsel shall be as determined to be fair and reasonable by the Chief Financial Officer using the following scale as a significant contributing factor, but with a minimum fee of not less than \$55,000 and a maximum fee of not greater than \$110,000.00 per issuance, plus reasonable expenses:

Par Amount of Debt Issued	Fee Per \$1,000 of Debt Issued
First \$100,000,000	\$0.70
Next \$100,000,000 and above	\$0.40

Total compensation to COUNSEL for services rendered in connection with the issuance of CFX debt during the term of the Agreement shall not exceed \$220,000.00, plus reasonable expenses.

For legal services in connection with any special projects or tasks related to CFX financial matters requested by the Chief Financial Officer in writing, which are not directly related to the issuance of CFX debt and which COUNSEL agrees in writing to undertake, COUNSEL will be compensated on an hourly basis to be billed monthly, in arrears, at a discounted government rate of \$250.00 per hour, plus reasonable expenses.

III. TERM OF ENGAGEMENT AND TERMINATION

The term of this engagement is through the later date of issuance of all CFX debt authorized by the Board at the August 8, 2019 CFX Board Meeting. CFX shall have the right to terminate or suspend this engagement, in whole or in part, at any time, for any reason, with 10 days’ notice to COUNSEL. CFX will notify COUNSEL (in writing) of such action with instructions as to the effective date of termination in accordance with the time frames set forth hereinabove. COUNSEL will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses.



IV. REPRESENTATION, COVENANTS AND WARRANTIES

By executing this engagement letter, COUNSEL represents, covenants, and warrants to CFX as follows:

A. COUNSEL is not consulting and will not consult, without prior written approval from CFX during the period of this engagement letter any client in any matter in which CFX is an adverse party;

B. COUNSEL will advise the Chief Financial Officer immediately if consultation with another client could adversely affect the judgment or quality of service to be rendered by COUNSEL in its services to CFX and/or result in a material or direct conflict of interest; and

C. COUNSEL has sufficient time to execute and fulfill the duties contemplated by this engagement and are not burdened by professional responsibilities or workload or by personal or other constraints that would interfere in any material respect with the obligation hereunder.

V. MISCELLANEOUS

A. Assignment. The services to be rendered under this engagement letter may not be assigned, either directly or indirectly, to any other person or firm.

B. Amendments. This engagement letter may be amended only by written instrument signed by COUNSEL and CFX.

C. Independent Contractor Status. COUNSEL is an independent contractor in the performance of the services hereunder. COUNSEL shall not hold itself out as an employee, agent, or servant of CFX. COUNSEL does not have the power or authority to bind CFX in any promise, agreement or representation other than as may be expressly provided in this engagement letter.



COUNSEL acceptance of the terms of this engagement is to be evidenced below. This engagement letter shall not take effect, and neither COUNSEL nor CFX shall be bound hereby, unless and until this letter is signed by COUNSEL and CFX.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Aneth Williams
Director of Procurement

The terms and conditions hereof are accepted, and the representation, covenants, and warranties herein are confirmed.

SHUTTS & BOWEN LLP

Steven J. Zucker
Partner

Approved as to form and execution, only.

General Counsel for CFX



**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Evelyn Wilson *EW*
Director of Human Resources

DATE: July 31, 2019

SUBJECT: General Counsel Recruitment Process

Board approval is requested to rescind the following action item from the June 13, 2019 Board meeting:


“A motion was made by Chairman Madara and seconded by Commissioner VanderLey, for the Search Committee to be made up of Jay Madara, Board Chairman, Laura Kelley, Executive Director and Evelyn Wilson, Human Resources Department, with full autonomy to move forward to vet all interested candidates and bring the final position and recommendation to the Board for approval.”

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: July 23, 2019

RE: First Amendment to Agreement with Sprint Communications Company L.P. relating to the 1984 Indenture, CFX Contract No. 001240 State Road 528, Project 528-1240

OVERVIEW

Due to the timing of the construction of the Intercity Passenger Rail by Virgin Trains USA Florida LLC f/k/a Brightline Trains LLC f/k/a All Aboard Florida – Operations, LLC, (“Rail Company”), Board approval is requested to amend the 2016 Agreement with Sprint Communication Company L.P. to extend the deadline for the relocation of the Sprint/CFX facilities within Sprint’s Easement along S.R. 528 for an additional three (3) years from the effective date of the First Amendment.

BACKGROUND

In 1984, CFX conveyed a ten-foot perpetual, non-exclusive easement to Sprint Communication Company L.P. (“Sprint Easement”) for underground fiber optic cables along S.R. 528 from State Road (“S.R.”) 15 to S.R. 520. Sprint installed four (4) conduits, consisting of two (2) conduits for Sprint and two (2) conduits for CFX, creating a joint Sprint/CFX duct bank along a portion of S.R. 528 (“Sprint/CFX Facilities”).

Over thirty years later, in December 2015, CFX conveyed a rail line easement to the Rail Company to be used for intercity passenger rail service (“Rail Easement”) within a portion of CFX’s right of way along S.R. 528 between Orlando and Cocoa. Since the Rail Easement conflicted with the Sprint/CFX Facilities as well as other utilities, the Rail Easement expressly stated that the Rail Company “shall be responsible . . . for locating and identifying potential conflicts between the [Rail] Project and Current Utilities” and Rail Company shall “not disturb the utility without the utility’s consent.”

In 2016, CFX commenced construction of two projects that conflicted with the Sprint Easement, including a new interchange along S.R. 528 at Innovation Way and the replacement of a vehicular bridge across the Econlockhatchee River. According to the Sprint Easement, no structures or encroachments are permitted within Sprint’s Easement without the written consent of

Sprint; however, Sprint is obligated to relocate the fiber optic system to accommodate changes or improvements to S.R. 528 that are for CFX.

In light of the conflict between CFX's projects and Sprint's Easements, and in recognition that the relocation of facilities that would be subject to a further relocation due to the Rail Company's project would be inconvenient and not further the purposes of the parties or the public interest, Sprint and CFX entered into an agreement (referred to as the "2016 Agreement") allowing Sprint to temporarily relocate only one of the four conduits due to the conflict with the Innovation Way project and postpone Sprint's obligation to relocate all four (4) conduits. The 2016 Agreement provided a limitation on the amount of time that Sprint could delay the ultimate replacement or relocation of all four conduits that conflicted with CFX's 2016 projects based upon the timing of the Rail Company's project, which was anticipated to be substantially complete by November 2017.

In light of the timing of the Rail Company's project, Sprint and CFX seek to extend the time frame for Sprint to relocate all four conduits by an additional three (3) years.

REQUESTED ACTION

We respectfully request that the CFX Board approve the attached First Amendment to the Agreement with Sprint Communications Company L.P. relating to the 1984 Indenture to extend the deadline for the relocation of the Sprint/ CFX Facilities for an additional three (3) years from the effective date of the First Amendment.

ATTACHMENTS

- A. Proposed First Amendment to Agreement
- B. 2016 Agreement with Sprint without Exhibit "B"

Reviewed by: _____

**FIRST AMENDMENT TO AGREEMENT WITH
SPRINT COMMUNICATIONS COMPANY
RELATING TO THE 1984 INDENTURE**

CFX CONTRACT #001240

THIS FIRST AMENDMENT to CFX Contract #001240 (this "First Amendment") is made and entered into and effective this 8th day of August, 2019 (the "**Effective Date**"), by and between Sprint Communications Company L.P., a Delaware limited partnership authorized to conduct business in the State of Florida, and its successors and assigns ("**Sprint**") and Central Florida Expressway Authority, a body politic and corporate and agency of the State of Florida ("**CFX**"). Sprint and CFX are sometimes jointly referred to as the "Parties."

RECITALS:

- A. CFX and Sprint are successors in interest to a certain Indenture dated July 23, 1984, by and between the Orlando/Orange County Expressway Authority and GTE Sprint Communications Corporation (the "**Indenture**") recorded at O.R. Book 3555, Page 1801.
- B. Virgin Trains USA Florida LLC f/k/a Brightline Trains LLC f/k/a All Aboard Florida – Operations, LLC, a Delaware limited liability company ("**Rail Company**") intends to build an inter-city passenger rail line within CFX right of way between Orlando and Cocoa ("**Rail Project**"), which will conflict with the Sprint Facilities and the CFX Facilities.
- C. Effective August 23, 2016, Sprint and CFX entered into CFX Contract #001240, hereinafter "the 2016 Agreement", to memorialize the agreement between the Parties with respect to the relocation of the Sprint Facilities and the CFX Facilities within the easement area in the vicinity of State Road (S.R.) 528 at Econlockhatchee River and S.R. 528 at Innovation Way (the "2016 Conflict Facilities").
- D. According to Paragraph 11 of the 2016 Agreement, the Parties may extend the 2016 Agreement by mutual agreement.
- E. Both Parties desire to extend the 2016 Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration; the receipt and sufficiency of which is acknowledged, Sprint and CFX agree as follows:

- 1. All of the recitals set forth above are true and accurate and are hereby incorporated by this reference.
- 2. The Tolling Period set forth in Paragraph 11 of the 2016 Agreement is extended by mutual agreement by three (3) years from the Effective Date of this First Amendment. Furthermore:

- a. If (i) the Rail Project proceeds within three (3) years following the Effective Date of this First Amendment and (ii) the 2016 Conflict Facilities are relocated to the Duct Bank constructed by Rail Company within that time frame at no cost to CFX, then Sprint shall have no further obligation, under the 2016 Agreement, to relocate the CFX Facilities.
 - b. If (i) the Rail Project does not proceed within three (3) years following the Effective Date of this First Amendment or (ii) the Rail Company does not relocate the 2016 Conflict Facilities to the Duct Bank constructed by Rail Company within that time frame at no cost to CFX, then Sprint shall relocate the 2016 Conflict Facilities to a location that is mutually acceptable to CFX and Sprint at Sprint's cost.
3. Except as expressly amended hereby, all the remaining provisions of the 2016 Agreement, including without limitation Paragraphs 12 and 13, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties evidence their agreement through the execution of this First Amendment to the 2016 Agreement by their duly authorized signatures as of the dates indicated below.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____
Jay Madara, Chairman

Date: _____

Attest:

Regla ("Mimi") Lamaute
Board Services Coordinator

Approved for execution for the
reliance of CFX only:

Counsel of CFX

**SPRINT COMMUNICATIONS
COMPANY L.P.**

BY: _____
TITLE: *Manager, Real Estate*

Date: *7/17/2019*

Witnesses of Sprint:

Print Name: *Russell E. Rosenthal*

Print Name: *Clayton Volker*

Agreement

THIS AGREEMENT ("Agreement") is made and entered into and effective this 23 day of Aug., 2016 (the "Effective Date"), by and between Sprint Communications Company L.P., a Delaware limited partnership authorized to conduct business in the State of Florida, and its successors and assigns ("Sprint") and Central Florida Expressway Authority, a body politic and corporate and agency of the State of Florida ("CFX").

BACKGROUND:

- A. CFX and Sprint are successors in interest to a certain Indenture dated July 23, 1984, by and between the Orlando/Orange County Expressway Authority and GTE Sprint Communications Corporation (the "Indenture"). A true and correct copy of the Indenture is attached hereto as Exhibit "A".
- B. In accordance with the Indenture, Sprint installed two (2) 2" I.D. PVC conduits for its installation, use, operation and maintenance of Sprint's fiber optic cable facilities and related equipment within the Easement Area (sometimes collectively referred to herein as the "Sprint Facilities"). Sprint also installed two (2) additional 2" I.D. PVC conduits for CFX's installation, use, operation and maintenance of CFX's communications facilities and related equipment within the Easement Area (the "CFX Facilities").
- C. CFX is constructing a new interchange and related improvements along State Road 528/ Martin Andersen Beachline Expressway at Innovation Way in Orange County, and CFX is replacing a vehicular bridge across the Econlockhatchee River (collectively, the "CFX Improvements"), which conflict with the Sprint Facilities and the CFX Facilities.
- D. All Aboard Florida – Operations, LLC, a Delaware limited liability company ("All Aboard Florida") is in the design phase of a project to build an inter-city passenger rail line within CFX right of way between Orlando and Cocoa ("All Aboard Florida Project"), which will conflict with the Sprint Facilities and the CFX Facilities in certain locations.
- E. The CFX Improvements and the All Aboard Florida Project are independent projects which are not contingent upon the happening of one for the other to occur.
- F. The Sprint Facilities and the CFX Facilities are vacant and unoccupied between S.R. 528 Sta. 1394+60.00 and Sta. 1439+30.00, where they conflict with the work to be done to replace the Econlockhatchee River Bridge ("Econlockhatchee Conflict"). CFX has not leased the CFX Facilities to any third parties at the Econlockhatchee Conflict.

- G. Sprint occupies one of its two conduits between S.R. 528 Sta. 1178+00.00 and Sta. 1276+00.00, but its other conduit is currently vacant at the S.R. 528/Innovation Way Interchange. Both of the CFX conduits at the S.R. 528/ Innovation Way Interchange are currently vacant ("Innovation Way Conflict"). CFX has not leased the CFX Facilities to any third parties at the Innovation Way Conflict.
- H. Sprint disclosed to CFX that All Aboard Florida is responsible for the payment or reimbursement of Sprint's costs to relocate the Sprint Facilities and the CFX Facilities to a duct bank (the "AAF Duct Bank") All Aboard Florida is constructing within another portion of the right of way of S.R. 528/Martin B. Andersen Beachline Expressway in conjunction with the All Aboard Florida Project.
- I. Because the All Aboard Florida Project may be constructed after the CFX Improvements, CFX is willing to delay Sprint's relocation of the vacant Sprint Facilities and the CFX Facilities until the AAF Duct Bank has been completed, or such other time as set forth herein, in order to conserve financial resources and materials. In addition, Sprint will relocate its occupied Sprint Facilities as set forth herein.
- J. The parties wish to memorialize the understanding and agreements among themselves with respect to the relocation of the Sprint Facilities and the CFX Facilities as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration; the receipt and sufficiency of which is acknowledged, Sprint and CFX agree as follows:

1. All of the recitals set forth above are true and accurate and are hereby incorporated by this reference.
2. The Indenture requires Sprint to relocate the Sprint Facilities and the CFX Facilities at Sprint's cost to accommodate projects such as the CFX Improvements, as long as CFX has not leased its conduits to anyone other than a governmental entity. It is the intent of the parties that they will each fully cooperate with the other and that Sprint shall make such changes and relocations as may be necessary to accomplish CFX's purposes and further, CFX will cooperate with Sprint to the end that such changes and relocations shall be held to the minimum necessary to accomplish CFX's purposes, thereby causing a minimum of disturbance to the Sprint's system.

3. All Aboard Florida has notified Sprint and CFX that the All Aboard Florida Project will conflict with the Sprint Facilities and the CFX Facilities in various locations. As a result, Sprint disclosed to CFX that All Aboard Florida has agreed to pay for the relocation of the Sprint Facilities and the CFX Facilities where such conflicts exist, including the Econlockhatchee Conflict and the Innovation Way Conflict.
4. Accordingly, Sprint plans to relocate all of the Sprint Facilities and CFX Facilities into the AAF Duct Bank at All Aboard Florida's sole cost and expense within CFX right of way to avoid conflicts with the All Aboard Florida Project and the CFX Improvements.
5. The All Aboard Florida Project schedule has not yet been finalized.
6. CFX desires to proceed with the CFX Improvements immediately, which require the relocation of the Sprint Facilities and the CFX Facilities due to the Econlockhatchee Conflict and the Innovation Way Conflict.
7. Sprint and CFX recognize that relocating vacant facilities which would be subject to a further relocation to the AAF Duct Bank in the near future to accommodate the All Aboard Florida Project would be an inconvenience and an unnecessary expense and would not further the purposes of the parties or the public interest.
8. Recognizing that Sprint does not wish to reduce its presence in the area, Sprint will temporarily relocate one of its two conduits located at the Innovation Way Conflict, in accordance with the plans and schedule that have been agreed upon between CFX and Sprint.
9. Sprint shall submit CFX's form of Right of Way Application and construction plans to CFX for CFX's approval before Sprint's work in the CFX right of way can commence.
10. Upon Sprint's installation and testing of the new conduit, fiber optic lines and related equipment, Sprint will perform a "hot cut" to convert service to the new facilities. Sprint will then provide notice to CFX that the existing Sprint Facilities (including both conduits) and the existing CFX Facilities may be removed at the Innovation Way Conflict and the Econlockhatchee Conflict. CFX may subsequently remove the existing Sprint Facilities and CFX Facilities at its cost.
11. The parties agree that Sprint's obligation to install the replacement CFX Facilities and the remaining Sprint conduit at the Econlockhatchee Conflict and the Innovation Way Conflict shall be delayed until the earlier of: (i) completion of the All Aboard Florida Project; or (ii) two (2) years following the completion of the replacement of the Econlockhatchee Bridge and construction of the Innovation Way Interchange (the

“Tolling Period”). The parties may further extend the Tolling Period by mutual written agreement. Furthermore:

- a. If the All Aboard Project proceeds within two years following the Effective Date of this Agreement, then Sprint shall relocate the Sprint Facilities and the CFX Facilities to the AAF Duct Bank constructed by All Aboard Florida at no cost to CFX.
 - b. If the All Aboard Project does not proceed within two years following the Effective Date of this Agreement, then Sprint shall relocate the Sprint Facilities and the CFX Facilities to a location that is mutually acceptable to CFX and Sprint at Sprint’s cost.
12. Upon completion of the final installation/relocation of the Sprint Facilities and the CFX Facilities, Sprint shall provide CFX with “As Built” drawings depicting the distance of the lines from the right of way, location of the pull boxes, and bridge attachments. In addition, the parties agree to amend the Indenture to reflect the revised legal description of the relocated easement area, which amendment shall be subject to the reasonable approval of the parties. Further, the parties shall promptly execute and record an easement in favor of Sprint in the public records, depicting the location of the new/relocated Easement Area and terminating, abandoning and vacating the original easement area. Subsequent to the recording of the Indenture amendment and new easement, Sprint’s right, title and interest in the original Easement Area, and the conduits located therein, shall be automatically terminated and abandoned.
13. In the event that Sprint fails to fulfill its obligations, the remedies set forth in the Indenture, including but not limited to paragraphs 8 and 16, shall apply.
- a. Per paragraph 8 of the Indenture, if Sprint shall fail to do such work, and within sixty (60) days of receipt of such notice, fails to inform CFX of its intention to do so and furnish CFX with a reasonable schedule for doing such work, CFX shall have the right, at its option, to perform said work, at the risk and expense of the Sprint.
 - b. Per paragraph 16 of the Indenture, the Easement will revert to CFX upon the failure of Sprint or its assigns to comply with any of the terms of this Agreement, after receiving fifteen (15) days written notice by CFX of non-compliance.
14. By entering into this Agreement, the parties agree that they are not waiving, relinquishing or releasing any of their causes of action, rights, claims, counterclaims, cross-claims, issues, or defenses arising under any applicable statute, regulation, law, rule of equity, common law or any other source of legal duties or obligations.

6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attention: Real Estate Attorney

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attention: Executive Director

With a mandatory copy to: CFX Legal

23. This Agreement shall not be recorded in the Official Records of Orange County or any other county.


The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: 
Welton G. Cadwell, Chairman

Date: 8/23/16

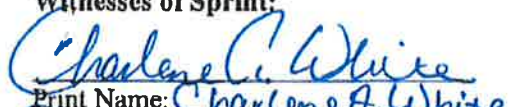

**SPRINT COMMUNICATIONS
COMPANY L.P.**

BY: 
TITLE: Manager, Real Estate

Date: 8/17/2016

Attest:

Darleen Mazzillo, Assistant Secretary

Witnesses of Sprint:

Print Name: Charlene A. White

Print Name: Donna Gegey

Approved as to form and legal
sufficiency for the reliance of CFX only:


General Counsel of CFX 8/19/2016

EXHIBIT "A"
Original Indenture

INDENTURE

THIS INDENTURE made and entered into this 23rd day of JULY, 1984, by and between the ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate and agency of the State of Florida, hereinafter called "Grantor" and GTE SPRINT COMMUNICATIONS CORPORATION, a corporation licensed to do business in the State of Florida, hereinafter called "Grantee".

W I T N E S S E T H:

WHEREAS, Grantor is owner of certain parcels of real estate and premises located in the County of Orange, State of Florida, upon which and in connection with which it operates a certain highway and appurtenances known as the "Martin Anderson Bee Line Expressway", and

WHEREAS, Grantor, as owner of the real property in connection with said highway, has the full right and power to grant easements upon, through, and across said real property; and

WHEREAS, Grantee desires to secure from Grantor an easement in connection with the installation, maintenance and operation of underground fiber optic cable; and

WHEREAS, Grantor desires to grant and convey unto Grantee an easement for such purposes, upon certain terms and conditions;

NOW, THEREFORE, in consideration of the premises and covenants herein exchanged, and in consideration of the payment by Grantee to Grantor of the consideration hereinafter specified, the parties do agree as follows:

1. The Grantor does hereby convey unto the Grantee, its successors and assigns, a 10 foot perpetual non-exclusive easement, subject to the reversioners hereinafter set forth, for the following purposes, excluding all others, to construct, operate,

maintain, modify, enlarge, replace and remove an underground fiber optic cable through lands of the Grantor on a portion of the Martin Anderson Bee Line Expressway situate in the County of Orange, State of Florida, more particularly described on Exhibit "A" and attached hereto. It is the intent of the Grantor and Grantee that the Grantee will install two 2" I.D. PVC conduit for fiber optic cable for the Grantee's use and two additional 2" I.D. PVC conduit, which shall be the property of the Grantor and which shall become the property of the Grantor upon completion and which may be used by the Grantor in any manner in its sole discretion including, but not limited to, leasing to competitors of the Grantee. The conduit to become the property of the Grantor shall be clearly marked so as to be identifiable from those of the Grantee and shall be equally accessible with those of the Grantee. The right of the Grantee to replace does not include the right to substitute the fiber optic system or any major segment thereof with any different systems unless agreed upon by both the Grantor and Grantee but does relate generally to replacement of equipment and facilities for maintenance purposes and any maintenance, replacement, modification or removal of fiber optic system will be done only in the manner mutually agreed to, in advance, by the Grantor and Grantee.

2. Grantee shall pay Grantor for said easement consideration in the amount of SEVENTY THOUSAND and 00/100 DOLLARS (\$70,000.00), said sum to be paid within ten (10) days of the execution of this Agreement, plus cost of materials and installation of the two additional 2" I.D. PVC pipe which are to become the property of the Grantor.

3. The rights herein granted include (a) the right of ingress and egress to and from the property of Grantor for the installation, maintenance and operation of said fiber optic system, at such points as shall be necessary and desirable provided that the rights as granted shall not apply to vehicles.

Vehicles shall enter and leave only at toll plazas, and (b) except under conditions covered by paragraph 8, relating to changes or improvements in the Martin Anderson Bee Line Expressway right of way, there shall be no structures or encroachments placed or permitted on Grantee's 10 foot easement without the written consent of Grantee. Provided, however, anything contained herein to the contrary notwithstanding, the Grantor shall have the right to ingress and egress and to traverse the easement herein granted and to pave areas of said easement or to permit encroachments or structures thereon which are not inconsistent with the Grantee's use.

4. Special Conditions:

In connection with the construction, operation and maintenance of the said communications system, the Grantee agrees to:

(a) Construct crossings of access roads, fills or areas of embankment, toll plazas and structures to include bridges, box culverts and payment areas in the manner and at such locations as shall be prescribed by the Grantor.

(b) Secure all necessary permits from the respective state, county, railroad, drainage district or other authority. All construction shall be in strict accordance with such permits.

(c) Maintain, including seeding, fertilizing and mulching, all backfill and other area disturbed by construction until they are restored to the condition existing prior to construction and to the satisfaction of the Grantor.

(d) Reimburse Grantor for the costs incurred for maintenance crews doing immediate repair and restoration work on

the Martin Anderson Bee Line Expressway during construction of the fiber optic system.

(e) Furnish traffic control flagmen, warning signs, flares, blinker lights and other safety devices as required by either Grantor or Grantee during construction or maintenance work. The Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations - 1978, is to be used as a guideline.

(f) Abide by all regulations for traffic control as prescribed by the Florida Department of Transportation for similar type work and/or the Florida Highway Patrol.

(g) Release and hold harmless the Grantor from any damage to existing telephone lines or cables, water, electric, sewer or drainage lines or pipe lines which may be encountered or crossed during construction or maintenance of said fiber optic system. Grantee will be notified in advance of any future system/s that might be placed adjacent to or across the easement.

(h) Reimburse Grantor for all costs incurred for one or more inspectors during construction operations or wherever deemed necessary by the Grantor.

(i) Pay tolls for the entrance and exit of all equipment and vehicles of Grantee and its contractors at the prevailing rates.

(j) Pay all lawful taxes due and owing on said fiber optic system.

5. Grantee assumes full responsibility for all injuries to or death of, any persons and for damages to property and for all claims, losses or expense which may in any way arise out of construction, maintenance, relocation, change, existence, use or removal of said communications system if caused by negligence of

Grantee, its employees, agents or contractors, and Grantee shall indemnify and save Grantor harmless from all liens, losses, expenses or claims of any sort, including loss of revenue, which may arise out of or by reason of the exercise of the rights granted herein and shall defend on behalf of the Grantor any suit brought against said Grantor for any such damage, injury or death.

6. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the right, title and interest of the Grantor in the land to be entered upon and used by Grantee, which said right, title and interest is the ownership in fee simple of all of the real property used in connection with said Martin Anderson Bee Line Expressway. The Grantee will, at all times, assume the risk of and indemnify and save harmless Grantor from and against any and all loss, damage, cost or expense, arising in any manner, or growing out of the exercise or attempted exercise by the Grantee of the herein granted rights and privileges, as to any of the lands not owned in fee simple by the Grantor.

7. Upon the failure, neglect or refusal of Grantee, upon notice in writing from the Grantor, to immediately perform any repair work on said Martin Anderson Bee Line Expressway, its access roads, or other improvements, or other property of the Grantor which may be affected by Grantee in the exercise of the rights granted hereunder, the Grantor may undertake and perform such repair work, and upon receipt of bills for such repair work from the Grantor, Grantee shall forthwith reimburse Grantor for such costs reasonably so incurred.

8. In the event that it shall become necessary to rearrange, remove or relocate the fiber optic system and the two

2" I.D. PVC conduit which are the property of the Grantor and which have not been leased by Grantor to anyone other than a governmental entity to accommodate changes or improvements on or to the Martin Anderson Bee Line Expressway and such rearrangements, removals and relocations are reasonably required for such purposes, they will be made by the Grantee at its own expense upon written notice from the Grantor to do so; provided, however, that if the Grantee shall fail to do such work, and within sixty (60) days of receipt of such notice, fails to inform Grantor of its intention to do so and furnish the Grantor with a reasonable schedule for doing such work, the Grantor shall have the right, at its option, to perform said work, at the risk and expense of the Grantee. The provisions of this paragraph are for the exclusive protection of the Grantor, or its successors in title, nearby municipalities and counties in which the Martin Anderson Bee Line Expressway is located and shall not apply to any conflict of the Grantee's facilities with improvements contemplated or requested by other parties. Notices to Grantee shall be sent to GTE SPRINT COMMUNICATIONS CORPORATION, P.O. Box 974, 1 Adrian Court, Burlingame, California 94010, Attention: Network Real Estate. In construing this paragraph, it is the intent of the parties that they will each fully cooperate with the other and that the Grantee shall make such changes and relocations as may be necessary to accomplish Grantor's purposes and further, the Grantor will cooperate with the Grantee to the end that such changes and relocations shall be held to the minimum necessary to accomplish the Grantor's purposes, thereby causing a minimum of disturbance to the Grantee's system.

10. The rights herein granted to the Grantee may only be assigned or transferred in whole or in part to wholly-owned subsidiaries of the Grantee and such assignments shall provide

for the termination should the assignee cease to be a wholly-owned subsidiary of the Grantee and provided further that such assignment or transfer shall not relieve the new owner or Grantee of any of the duties, obligations or liabilities imposed upon the Grantee by this instrument.

11. Grantee will, if requested in writing by Grantor, file with the Grantor and its Trustee, copies of all contractor's performance bonds affecting any work or service in connection with the construction of the fiber optic system within the easement herein conveyed.

12. The work of constructing and installing the fiber optic system upon and within the easement heraby granted, shall be carried out within a construction period of six (6) months to commence at a date to be agreed upon by the Grantor and the Grantee, unless said construction is modified or extended by mutual agreement of the Grantor and the Grantee.

(a) For the purpose of this Agreement, the construction of said communications system shall be considered complete when the trench has been backfilled and the grading and seeding (restoration) work completed as specified in paragraph 4(c), and all incidental cleanup work has been completed.

13. All rights of the Grantee herein shall be subordinate to the rights of the bondholders or to holders of bonds which from time to time in the future may be issued for the purposes of providing funds to construct any additional projects under and secured by the 1965 Trust Indenture, the 1970 Supplemental Trust Indenture and subsequent supplemental trust indentures. The easement granted herein shall also be subordinate and inferior to the Lease Purchase Agreement between the Orlando/Orange County Expressway Authority and the State Road

Department of Florida, executed in connection with the 1965 Trust Indenture and the Supplemental Lease Purchase Agreement between the Division of Bond Finance of the Department of General Services of the State of Florida, and the Orlando/Orange County Expressway Authority and the Department of Transportation of the State of Florida, executed in connection with the 1970 Supplemental Trust Indenture and such future lease purchase agreements as may be executed in connection with the sale of bonds to finance additional projects.

14. The Grantee herein agrees that it will, if called upon, execute such papers or documents as are necessary to effect such subordination in connection with any past or future trust indentures of the Orlando/Orange County Expressway Authority.

15. The term of this easement shall be subject to the conditions hereinbefore set forth.

16. This easement will revert to the Grantor on the occurrence of any of the following occurrences:

- (a) Failure of the Grantee or its assigns to comply with any of the terms of this Agreement, after receiving fifteen (15) days written notice by the Grantor of non-compliance.
- (b) Abandonment by the Grantee or its assignee.
- (c) Attempted involuntary encumbrance, (whether by judgment, attachment or other form attempted by third-party imposition) or, in the event of

filing of bankruptcy, arrangement for creditors, or any other form of insolvency proceeding - state or federal - (voluntary or involuntary).

17. Time shall be of the essence in the Indenture.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

ORLANDO/ORANGE COUNTY EXPRESSWAY AUTHORITY

By: [Signature]
Chairman

ATTEST:
[Signature]
Secretary-Treasurer

GTE SPRINT COMMUNICATIONS CORPORATION

[Signature]
[Signature]

By: [Signature]
Clerk

ATTEST:

[Signature]
ASSISTANT SECRETARY

APPROVED BY:

DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA

By: [Signature]

APPROVED - FISCAL
AUG 13 1994
DEPARTMENT OF TRANSPORTATION

[Signature]

ATTACHED

STATE OF California
COUNTY OF San Mateo

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared A. SPALLONIS and J. E. GUBMAN JR. well known to me to be the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of G.T.E. SPRINT COMMUNICATIONS CORPORATION, a Delaware Corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of JULY 1984.



Joyce B. Chan
Notary Public
My Commission Expires: 11-15-85

GTE/SPRINT EASEMENT

EXHIBIT "A"

A ten foot easement lying 5 feet left and 5 feet right of the following described centerline:


1. Beginning at a point 67 feet south of the centerline of the Bee Line Expressway and its intersection with SR-15 at the northeast corner of Section 36, Township 23 South, Range 30 East, in Orange County, Florida; thence in an easterly direction parallel with and 67 feet south of the centerline of the said Bee Line Expressway, a distance of 91,220 feet, more or less to a point 67 feet south of the intersection of the said Bee Line Expressway and SR-520 at the northeast corner of Section 35, Township 23 South, Range 33 East, in Orange County, Florida. At points where obstructions, topography or other considerations may require location of Grantee's communications system elsewhere than on the easement as described, it shall be placed in such locations as shall be agreed upon between the Grantor and Grantee.
2. At completion of installation, an "As Built" set of drawings (mylar/sepia) showing distance of cables from right-of-way, location of pull boxes and bridge attachments will be submitted to the Orlando-Orange County Expressway Authority for future reference.
3. The 2" PVC conduits will be color coded as to ownership and have metal tape attached for detection.

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: July 19, 2019

SUBJECT: Approval of Red Hawk Fire & Security, LLC and Lambert Holdings, Inc. d/b/a B&C Pest Solutions as Subcontractors for the Facilities Maintenance Services Contract with DBI Services/Infrastructure Corporation of America (ICA) Contract No. 001150

DBI Services/Infrastructure Corporation of America, CFX's Facilities Maintenance Services Contractor has requested approval to use the following subcontractors: Red Hawk Fire & Security, LLC to provide fire alarm and sprinkler inspection services and Lambert Holdings, Inc. d/b/a B&C Pest Solutions to perform pest control services. The cost is expected to exceed the \$25,000.00 threshold for each subcontractor established by the Procurement Policy for subcontractors not disclosed by DBI Services/ICA when its contract with CFX was originally awarded.

Board approval of Red Hawk Fire & Security, LLC and Lambert Holdings, Inc. d/b/a B&C Pest Solutions, as subcontractors to DBI Services/ICA is requested.

Reviewed by: 
Don Budnovich, PE
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: DBI/ICA Date: 5/22/2019

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: ~~Red Hawk & Security, LLC~~ Red Hawk Fire & Security, LLC (912)

Address: PO Box 530212, Atlanta, GA 30353-0212

Phone No.: 407-374-5738

Federal Employee ID No.: 90-0008456

Description of Services to Be Sublet: Fire Alarm & Sprinkler Inspection

Estimated Beginning Date of Sublet Services: 5/22/2019

Estimated Completion Date of Sublet Services: 5/24/2021

Estimated Value of Sublet Services*: \$48,120.92
*(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)
Project Manager
Title

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

Date: 7/8/19

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

Date: 7/9/19

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: DBI/ICA Date: 5/22/2019

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: B&C Pest Solutions

Address: 3717 Griffin Ave. Lady Lake, FL. 32159

Phone No.: 352-630-9364

Federal Employee ID No.: 82-4511898

Description of Services to Be Sublet: Pest Control

Estimated Beginning Date of Sublet Services: 5/22/2019

Estimated Completion Date of Sublet Services: 5/24/2021

Estimated Value of Sublet Services*: \$49,152.00
*(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 Quille
(Signature of Consultant/Contractor Representative)

Project Manager
Title

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

Date: 5/28/19

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

Date: 5/29/19


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 19, 2019

SUBJECT: Approval of Arrive Alive Traffic Control, LLC as a Subcontractor for the Roadway and Bridge Maintenance Services Contract with Jorgensen Contract Services, LLC
Contract No. 001151

Jorgensen Contract Services, LLC, CFX's Roadway and Bridge Maintenance Services Contractor, has requested approval to use Arrive Alive Traffic Control, LLC to provide maintenance of traffic service. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Jorgensen Contract Services, LLC when its contract with CFX was originally awarded.

Board approval of Arrive Alive Traffic Control, LLC as subcontractor to Jorgensen Contract Services, LLC is requested.

Reviewed by: 
Donald Budnovich, PE
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 07/12/19

CFX Contract Name: Roadway and Bridge Maintenance Services CFX Contract No.: 001151

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: Arrive Alive Traffic Control, LLC

Address: 3165 N John Young Parkway, Orlando, FL 32804

Phone No.: 407-578-5431

Federal Employee ID No.: 83-1441703

D/M/WBE Subconsultant/Subcontractor? Yes No (If Yes, D/M/WBE Utilization Form and Certification also required)

Description of Services to Be Sublet: Maintenance of Traffic

Estimated Beginning Date of Sublet Services: 08/01/2019

Estimated Completion Date of Sublet Services: 06/30/2022

Estimated Value of Sublet Services*: \$ 75,000

*(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:  Kim Jones
(Signature of Consultant/Contractor Representative)

Vendor Coordinator
Title

Recommended by: 
(Signature of CFX Director of Maintenance)

Date: 7/17/19

Approved by: 
(Signature of Chief of Infrastructure)

Date: 7/18/2019

Glen


Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 19, 2019

SUBJECT: Approval of Taylor's Custom Services, LLC as a Subcontractor for the SR 429/SR 414 Roadway and Bridge Maintenance Services Contract with DBI Services
Contract No. 001152

DBI Services, CFX's SR 429/SR 414 Roadway and Bridge Maintenance Services Contractor, has requested approval to use Taylor's Custom Services, LLC to provide general maintenance services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by DBI Services when its contract with CFX was originally awarded.

Board approval of Taylor's Custom Services, LLC as subcontractor to DBI Services is requested.

Reviewed by: 
Donald Budnovich, PE
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES



DBI

Consultant/Contractor: DBI Services Date: July 5, 2019

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

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: Taylor's Custom Services, LLC

Address: 16380 SE 65th Street Road Ocklawaha Florida 32179

Phone No.: 352-817-6235

Federal Employee ID No.: 83-1610672

Description of Services to Be Sublet: General Maintenance Services

Estimated Beginning Date of Sublet Services: July 1, 2017

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: \$250,000.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet;

Requested By: _____

(Signature of Consultant/Contractor Representative)

Title

Project Manager

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

Date: 7/17/19

Approved by: _____
(Signature of Appropriate Services Chief)

Date: 7/17/2019

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 19, 2019

SUBJECT: Approval of First Contract Renewal with Rockhopper Services, Inc.
for Systemwide Aquatic Vegetation Control Services
Contract No. 001412

Board approval is requested for the first renewal of the referenced contract with Rockhopper Services, Inc. in the amount of \$200,400.00 for a one year period beginning October 6, 2019 and ending October 5, 2020. The original contract was one year with four one-year renewals.

The services to be provided by Rockhopper Services, Inc. under this renewal are systemwide aquatic vegetation control services.

Original Contract Amount	\$200,400.00
First Renewal	<u>\$200,400.00</u>
Total	\$400,800.00

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Donald Budnovich, PE
Director of Maintenance

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001412**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of August, 2019, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Rockhopper Services, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 13, 2018, whereby CFX retained the Contractor to perform services related to Systemwide Aquatic Vegetation Control Services; and

WHEREAS, pursuant to Article 7 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 6th day of October, 2019 and ending the 5th day of October, 2020 at the cost of \$200,400.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending October 5, 2019, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 5, 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.

ROCKHOPPER SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
ROCKHOPPER SERVICES, INC.**

**SYSTEMWIDE AQUATIC VEGETATION
CONTROL SERVICES**

CONTRACT NO. 001412

**CONTRACT DATE: SEPTEMBER 13, 2018
CONTRACT AMOUNT: \$200,400.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, GENERAL SPECIFICATIONS,
SCOPE OF SERVICES, PROPOSAL, ADDENDA, AND FORMS**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, GENERAL SPECIFICATIONS,
SCOPE OF SERVICES, PROPOSAL, ADDENDA, AND FORMS**

FOR

SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES

CONTRACT NO. 001412

SEPTEMBER 2018

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CONTRACT

This Contract No. 001412 (the "Contract"), made this 13th day of September, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Rockhopper Services, Inc., of 8940 Bunken Hill Road, Duette, Florida 34219, 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 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 Contract No. 001412, for Systemwide Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be one year with four (4) one-year renewal options or portions thereof. The Contract Amount is \$200,400.00. This Contract was awarded by the Governing Board of CFX at its meeting on September 13, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Addenda (if any), modifying the Scope of Services, General Specifications or other Contract Documents,
3. The Scope of Services,
4. The General Specifications,
5. The applicable sections of the FDOT Design Standards, January 2012 edition, as may be amended or supplemented, and
6. 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: [Signature]
Director of Procurement

DATE: 10/11/18

ROCKHOPPER SERVICES, INC.

By: [Signature]
Signature

LEWIS F COLLINS
Print Name

PRESIDENT
Title

ATTEST: [Signature] Seal (Seal)

DATE: 9/20/2018

Approved as to form and execution, only.

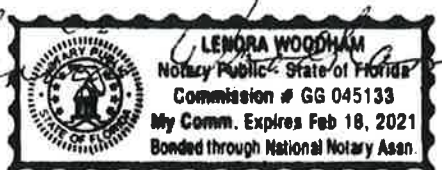
General Counsel for CFX

[Signature]

State of Florida
County of Manatee

Oct. 5 2018

Notary: [Signature]



THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES
CONTRACT NO. 001412

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1.0 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits or plans (if any).

Proper contract administration of the Contract requires that various forms and documents be completed by the Contractor throughout the term of the Contract. In most instances, these forms, such as Request for Authorization to Sublet Work, will be provided by CFX. In other instances, some forms shall be provided by the Contractor. In both instances, the Contractor shall complete the forms by providing the required information and returning the forms to CFX's Director of Maintenance or his designated representative.

2.0 CONTROL OF THE WORK

2.1 CFX'S DIRECTOR OF MAINTENANCE

All work shall be subject to review and acceptance by CFX's Director of Maintenance (or such other person designated by the Director of Maintenance), who shall evaluate the Contractor's work for compliance with the Contract Documents. CFX's Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

To avoid unnecessary repetition of expressions, whenever in the General Specifications, Scope of Services or other Contract Documents the term "CFX" or "Director of Maintenance" 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 Landscape Supervisor or other individual or entity identified by CFX.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

The General Specifications, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda

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3. Scope of Services
4. General Specifications

2.3 FINAL ACCEPTANCE AND CONTRACT CLOSEOUT

CFX will make final payment to the Contractor after the Work is finally accepted by CFX's Director of Maintenance as evidenced by the issuance of written notice of final acceptance and completion of maintenance project. The Contractor shall first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, have furnished CFX with a properly executed and notarized Certificate of Maintenance Contract Completion and Contractor's Affidavit of Satisfaction (conditioned only upon receipt of final payment) as well as, such other documentation as may be required by CFX for the completion of the Contract or release of the Work.

2.4 OTHER WORK

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

3.0 OTHER REQUIREMENTS

3.1 GOVERNING LAW AND VENUE

The Contract 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 3.1, Governing Law and Venue, shall survive the expiration or termination of the Contract and continue in full force and effect.

3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor's responsibility to secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

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The Contractor shall further be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract unit prices for the items of work in the Contract.

No work shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

The Contractor must provide a notarized affidavit to CFX that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

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 CFX's Director of Maintenance 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 Director of Maintenance.

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

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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.

3.4 RESPONSIBILITY FOR DAMAGES

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

3.5 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The Contractor shall indemnify, defend and hold harmless CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and 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 act or 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 CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from CFX to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

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

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3.6 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 sub articles 3.6.1 through 3.6.6 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 Contract 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.

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.

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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.

3.6.1 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

3.6.2 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 sub article 3.6.1.

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.

3.6.3 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 3.6.1.

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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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, 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.

3.6.4 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 sub article 2.11.1.

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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.6.5 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

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insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by sub article 3.6.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 3.6. 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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.6.6 Railroad Insurance: When the Contractor performs Work on, 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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.7 SAFETY

- (1) With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of bidding) is incorporated by reference and made a part of the Contract and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.
- (2) The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the

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construction 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).

- (3) The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.
- (4) Reflective sheeting material for work zone barricades shall be Type III-A, III-B, or III-C, meeting requirements of Section 994 of the FDOT Standard Specifications, 2010 edition. Reflective sheeting material for all work zone signs shall be fluorescent orange Type III-D or Type IV meeting requirements of Section 994, 2010 edition. Type IV shall be 3M Scotchlite Diamond Grade Fluorescent Roll Up Sign Sheeting or CFX approved equal. Mesh signs shall not be used for work zone signs.

3.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by CFX, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

3.9 AUDIT AND EXAMINATION OF 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 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 Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or

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disqualification of the Contractor. This provision 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.

All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid or a bid proposal to CFX shall preserve all Bid Records used in determining and submitting the bid for a period of one month after CFX awards the Contract. The successful bidder (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, 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 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 a bidder 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 a bidder in determining a bid.

The obligations in Section 3.11, Audit and Examination of Records, shall survive the expiration or termination of the Contract and continue in full force and effect.

3.10 SUSPENSION OF WORK

CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to

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catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

3.11 DEFAULT AND TERMINATION

- (1) CFX reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of CFX requires such termination or suspension. In such circumstances, CFX shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the 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 bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.
- (2) If the 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 workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of CFX reasonably exercised, CFX may give notice of default in writing to the Contractor 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 take over the work covered by the Contract.

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 the Director of Maintenance 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

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under the Contract, the Contractor shall be liable and shall pay CFX the amount of the excess.

If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with CFX's requirements, CFX may, but is not required to, permit the 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.

CFX shall have no liability for profits related to unfinished work on a Contract terminated for default.

3.12 PREVAILING PARTY ATTORNEY'S FEES

3.12.1 If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

3.12.2 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 the CFX, failing which the CFX will be deemed the prevailing party in such litigation.

3.12.3 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 the CFX (exclusive of interest, costs or expenses) on claims asserted by the CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).

3.12.4 The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the CFX by the Contractor (disputed by the CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the CFX agreed to pay or offered to pay prior to initiation of litigation 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

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claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

3.12.5 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 to the CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, 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.

3.12.6 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 term "litigation" shall include arbitration or mediation proceedings.

3.12.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.

3.12.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the 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 are being served by this provision.

3.12.9 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.

3.13 BINDING ARBITRATION

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. 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.

3.13.1 Procedure

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Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

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 Article. 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 or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

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3.14 DOCUMENTED ALIENS

The 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 the CFX harmless for any violations of the same. Furthermore, if the CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of this contract, the CFX may immediately and unilaterally terminate this contract for cause.

The obligations in Section 3.14, Documented Aliens, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.15 E-VERIFY CLAUSE

The 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 subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the contract.

3.16 INSPECTOR GENERAL

The Contractor agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

The obligations in Section 3.16, Inspector General, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.17 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.

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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.

3.18 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

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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.

3.19 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.

3.20 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

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public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

3.22 ASSIGNMENT

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

3.23 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.

3.24 INTEGRATION

The contract documents as defined in the Contract 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.

4.0 PROSECUTION AND PROGRESS OF WORK

4.1 PREWORK CONFERENCE

The Director of Maintenance may call a prework conference prior to Contractor's commencement of work to review the proposed work activities and events with the Contractor and, if applicable, utility companies or others involved.

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4.2 BEGINNING WORK

The Contractor shall commence work within the number of calendar days required by the Contract, measured from the date the Notice to Proceed has been issued. The term of the Contract will begin on the date established in the Notice to Proceed.

4.3 STATUS OF WORK

The Contractor shall keep CFX advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of CFX. CFX or Contractor may request and be granted a conference with the other party.

4.4 OPERATIONS

- (1) The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

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- (2) No work shall be performed on Sunday, Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day. When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Work may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency.
- (3) In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- (4) Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:
 - (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or
 - (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by CFX.

5.0 PAYMENT AND BUDGET CONSIDERATIONS

5.1 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.

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5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty or service or part required by the Contract or a Work Document 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 or part 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 such time as the work is determined to be acceptable.

5.3 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Florida Transportation Code, Section 337.11, subsection 8, requires that, prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the contract have received their pro rata share of previous progress payments from the prime 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 that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, 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.

5.4 BUDGET LIMITATIONS

The Contract is governed by budgetary restrictions and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by the Director of Maintenance. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

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5.5 INVOICES

Invoices for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

5.6 RENEWAL OPTION

The Contract has a renewal option. Renewals will be on an annual basis not to exceed four (4) one-year renewals, or for a period no longer than the term of the original Contract, whichever period is longer; subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original Contract. Exercise of the renewal option will be made at the discretion and election of CFX. However, if the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of renewal would be inequitable, then the Contractor may terminate the renewal. If the Contractor elects to terminate the renewal it must do so within five (5) days of the renewal exercise.

END OF SECTION

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1.0 PROJECT SCOPE

The intent of the work is to keep all of the waterways identified in Attachment No. 1 free of vegetation at all times. There are currently one hundred and eighty-five (185) retention ponds located within the limits of the Project. The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of aquatic herbicide applications to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida Greene Way), S.R. 528 (Beach Line Expressway), S.R. 429 (Daniel Webster Expressway), and S.R. 414 (John Land Expressway) as identified in the Aquatic Vegetation Control Reference Maps (Attachment No. 1) attached to this Scope of Services. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform three (3) aquatic herbicide applications and follow up applications as necessary to control all submerged aquatic vegetation, including hydrilla in all ponds that exhibit submersed vegetation growth. The Contractor shall also provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of litter collection and removal from all retention ponds located within the limits of the Project. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform eight (8) cycles of maintenance to previously installed grass carp barriers at pond control structures in ponds as specified in the Scope of Services section 7.0.

2.0 GENERAL REQUIREMENTS

2.1 Contractor's Personnel, Subcontractors and Subconsultants

2.1.1 Contractor shall possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and shall retain the license during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll at the time of bid submittal.

2.1.2 Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise, and experience in the maintenance areas or disciplines described herein and in the maintenance specifications.

2.1.3 The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mix-loaders and Field Workers –

(1) Each licensed applicator shall provide to each unlicensed applicator or mix-loader working under his or her direct supervision adequate instruction and training so that

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the applicator or mix-loader understands the safety procedures required the pesticides that will be used. The applicator or mix-loader shall be given this training before handling restricted-use pesticides. This training shall be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mix-loaders at any given time.

(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the worker's direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.

2.1.4 The Contractor shall provide sufficient qualified manpower as necessary to perform the Contract specified tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the CFX Landscape Architect and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor must be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract, shall be proved at no additional cost to the CFX.

2.1.5 The Contractor shall designate a project manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact between the CFX and the Contractor. This individual shall maintain a means of being contacted by the CFX's Landscape Architect (cell phone). The Contractor's project manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be on-site during the performance of the Contract specified tasks.

2.1.6 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the

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Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures specified herein or as directed by the CFX's Landscape Architect and approved in writing by the CFX.

3.0 MAINTENANCE OPERATIONS AND PROCEDURES

3.1 Operation Procedures

- 3.1.1 Prior to the performance of the initial waterway maintenance cycle, the Contractor shall meet with the CFX's Landscape Architect to confirm the limits of work, review the Contract documents, and answer any questions as necessary.
- 3.1.2 The CFX's Landscape Architect will forward a set of keys to the Contractor to allow access to ponds which may be within fenced in right of way areas. Gates unlocked and opened by the Contractor in order to gain access to ponds to be treated shall be closed and locked upon completion of work. The Contractor shall return the set of keys at the completion of the Contract.
- 3.1.3 There are several mitigation ponds located in CFX right of way that are not listed in the Aquatic Vegetation Control Reference Maps (Attachment No. 1), attached to this Scope of Services and are not maintained under this Contract. The mitigation ponds are typically enclosed by chain link fencing with identifying signage.
- 3.1.4 The Contractor shall perform the waterway maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the CFX's Landscape Architect of its intentions at least 48 hours prior to the date of the intended work. The Contractor shall also provide the Landscape Architect with the name and contact cell phone number of the individual who will be supervising the work if the Contractor's project manager does not intend to be on-site.

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- 3.1.5 One week prior to the beginning of each maintenance cycle, the Contractor shall submit to the CFX's Landscape Architect, via email, a proposed maintenance schedule listing the dates and locations where maintenance activities shall occur. The Contractor shall promptly notify the CFX Landscape Architect of any changes to the forwarded schedule. No chemical applications shall be performed without prior notification given to the Landscape Architect.
- 3.1.6 The following roadside operational safety procedures must be adhered to at all times by Contractor and Subcontractor personnel:
- a. Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices shall comply with the FDOT Design Standards Drawing No. 600 series as a minimum requirement. In addition, CFX requires that any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.
 - b. Flashing amber lights on top of vehicles operating on roadside shoulder must be on and visible at all times while stationary or moving below the minimum speed limit.
 - c. Vehicles operating on the roadside shoulder must be located a minimum of 2' from the travel lane. Vehicles shall be located outside of the clear zone where ever possible (see FDOT Design Standards Drawing No. 700 for conditions and distances).
 - d. No equipment shall be parked on the CFX's right-of-way overnight.
 - e. No equipment shall be parked in the median regardless of the width of the median.
 - f. U- turns shall not be performed across medians (including median turn lanes signed for Emergency Vehicle Use Only, at toll plazas, or under overpasses. Vehicles must use interchanges for such purposes.
 - g. Vehicles and equipment are prohibited from operating on CFX roadside shoulders during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). During peak traffic hours, no equipment shall be located on any median or on any roadside shoulder.

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- 3.1.7 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced, and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms.
- 3.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees shall wear safety vests that meet current FDOT standards at all times while working on CFX ROW. In addition, a list of such employees shall be provided to the CFX prior to beginning work under the Contract.
- 3.1.9 The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable, such as gloves, safety goggles, and respirators.

4.0 CHEMICAL APPLICATIONS

- 4.1 The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein.
- 4.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida for aquatic applications. Prior to the first use of a product on the Expressway system, the Contractor shall submit to the CFX's Landscape Architect for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).
- 4.3 The Contractor shall use equipment specifically designed for commercial application of herbicides. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX's Landscape Architect.

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- 4.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the CFX and its representatives for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 4.5 The Contractor shall complete a daily Pesticide Application Record (form template provided by the CFX's Landscape Architect) reporting the herbicide application activities performed and submit the forms with each invoice. The forms must be thoroughly and accurately filled out prior to submittal.
- 4.6 The Contractor shall prevent over spray of herbicides from damaging adjacent desirable turf, shrubs, and trees. Over spray contact with the public, their property or pets shall be strictly avoided. The Contractor shall be solely responsible for any damages resulting from his actions or the actions of his subcontractors or sub-consultants.

5.0 AQUATIC VEGETATION CONTROL

- 5.1 The Contractor shall perform eight (8) aquatic herbicide application cycles (March, April, May, June, July, August, September, and November), unless directed otherwise by the CFX's Landscape Architect, to control all emergent vegetation and floating vegetation (including Filamentous Algae, Salvinia, and Duckweed) located within the ponds indicated in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). Treat all vegetation located within each water body up to the high water line. Dying biomass may remain in place.
- 5.2 The Contractor shall notify the CFX's Landscape Architect upon completion of each cycle. The CFX Landscape Architect may perform an inspection within five (5) to seven (7) days of completion. The CFX Landscape Architect shall notify the Contractor of any areas that were missed or need to be re-treated for satisfactory control. Upon notification, the Contractor shall promptly re-treat areas identified by the CFX Landscape Architect. The Contractor shall notify the CFX Landscape Architect upon completion of any directed re-treatment.
- 5.3 No copper-based products are to be used during any application performed as part of this Contract.
- 5.4 The Contractor shall perform three (3) aquatic herbicide application cycles (April, June, and August), unless directed otherwise by the CFX's Landscape Architect, to control all submerged aquatic vegetation, including hydrilla in all ponds that exhibit submersed vegetation growth. Perform follow up applications as necessary for

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control. The CFX's Landscape Architect shall inspect the treated ponds four (4) to five (5) weeks following the completion of the final application to determine if a sufficient kill was achieved. Any additional herbicide application required at that time will be performed by the Contractor at no additional cost to the CFX.

- 5.5 The application cycle for the system shall be completed within 21 calendar days after the start of the cycle. Each cycle shall be completed in its entirety before beginning any subsequent cycle.

6.0 LITTER REMOVAL

- 6.1 The Contractor shall perform eight (8) cycles of litter removal in conjunction with the required eight (8) cycles of aquatic herbicide applications to control emergent and floating aquatic and wetland vegetation. The Contractor shall remove all non-hazardous items floating or partially submerged within the waterways maintained under this Contract. Litter shall include but not be limited to glass, cans, plastic and paper products, palm fronds, etc. The Contractor shall remove all litter located along pond edges below the highwater line. Dying biomass of existing vegetation as a result of the performance of Contract directed aquatic herbicide applications may remain in place.
- 6.2 All collected litter shall be removed daily. No collected litter is to be left on the project property overnight.
- 6.3 Upon receipt of notification of the completion of each litter removal cycle, the CFX's Landscape Architect will inspect the waterways and notify the Contractor of any areas that are found to be incomplete and require additional litter removal. The Contractor may notify the CFX Landscape Architect of the completion of a litter removal cycle completed on individual roadways, so that inspections may be performed promptly before additional litter collects in the cleaned ponds on that roadway.
- 6.4 The Contractor shall not be required to remove any litter that occurs in the designated waterways after the CFX's Landscape Architect has inspected and approved the previous litter removal cycle.
- 6.5 The Contractor shall perform additional litter removal operations as directed by the CFX's Landscape Architect in addition to the eight (8) Contract directed cycles if deemed necessary. This additional work shall be paid for out of the Work Order Allowance at an agreed upon hourly rate.

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CONTRACT NO. 001412**

7.0 GRASS CARP OUTFALL BARRIER MAINTENANCE

- 7.1 In an effort to reduce the environmental impact as well as the cost of a herbicide-only submerged aquatic vegetation maintenance program, the CFX has begun preparing the retention ponds on the CFX system for the stocking of triploid grass carp. No carp have been installed in the CFX ponds to date. In preparation for future carp stocking, Florida Game and Fresh Water Fish Commission approved outfall barriers have been installed in one hundred and forty-eight (148) retention ponds located within the limits of the project. The existing barriers are required to prevent carp from escaping into the surrounding environment. The barriers must be periodically cleaned to remove vegetation and debris from obstructing the waterflow through them.
- 7.2 The Contractor shall inspect all one hundred and forty-eight (148) installed carp barriers throughout the limits of the project during each emergent herbicide application cycle. Any barriers found to have any vegetation or debris obstructing all or partial flow of water through them shall be thoroughly cleaned and the removed vegetation or debris shall be collected and disposed of off-site.
- 7.3 The Contractor shall also inspect the existing carp barriers during each emergent herbicide application cycle to identify any damage, looseness in the mounting, or evidence of structural failure. Any deficiencies and their location shall be noted in the monthly application reports submitted to the CFX Landscape Architect. Repairs to the structures may be performed by the Contractor as directed by the CFX Landscape Architect and paid for out of the Work Order Allowance.

8.0 WORK ORDER ALLOWANCE

The CFX has established a work order allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated following new construction areas. Payment will be made to the Contractor from the Work Order Allowance for additional work activities authorized and accepted by the CFX's Landscape Architect. Any amount remaining in the allowance upon completion and acceptance of the project remains the property of CFX.

9.0 ATTACHMENT

No. 1 - Aquatic Vegetation Control Reference Maps


END OF SECTION

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement 

DATE: July 23, 2019

SUBJECT: Approval of Fourth Contract Amendment with TransCore, LP
for Toll System Upgrade
Contract No. 001021

Board approval is requested for the fourth Contract Amendment of the referenced contract with TransCore, LP in the amount of \$1,762,776.81. This amendment modifies the administration fees in the Original Contract and Supplemental Agreement No. 5 due to the additional testing time of the system associated with the installation.

Original Contract	\$85,000,000.00
Supplemental Agreement No. 1	\$ (693,692.16)
Supplemental Agreement No. 3	\$ 0.00
Supplemental Agreement No. 2	\$ (75,000.00)
Supplemental Agreement No. 4	\$ 1,102,791.68
Supplemental Agreement No. 5	\$ 0.00
Supplemental Agreement No. 6	\$ 39,491.54
Supplemental Agreement No. 7	\$ 1,902,965.56
Contract Amendment No. 1	\$ 0.00
Contract Amendment No. 2	\$ 0.00
Supplemental Agreement No. 8	\$ 42,482.16
Contract Amendment No. 3	\$ 0.00
Contract Amendment No. 4	<u>\$ 1,762,776.81</u>
Total	\$89,081,815.59

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

Reviewed by: 
Joann Chizlett
Director of Special Projects



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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
AMENDMENT NO. 4 TO CONTRACT NO. 001021 AS SUPPLEMENTED**

This Amendment No. 4 to Contract No. 001021 with Supplemental Agreements 1, 2, 3, 4, 5, 6, 7 and 8 is entered into this 8th day of August, 2019, by and between Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 15, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX and the Contractor supplemented the Contract eight (8) times; and

WHEREAS, CFX and Contractor wish to amend the language in Volume V Method of Compensation, pay items numbers and Supplemental 5 as set forth below.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and the Contractor agree to the following with an increase of the Contract amount of \$1,762,776.81:

1. Pay Item # 102 of Volume V Method of Compensation shall be modified by deleting the text stricken and adding the text that is underlined as follows:

~~–Pay item 102 (System Contractor Project Management and Administration) is modified to be understood as a not to exceed quantity estimate of 48 months (a change from the original of 12 months). This modifies the unit price to be \$103,215.61/month for services rendered, but does not change the not to exceed extended price of \$4,954,349.32. The project management period shall be as required to complete the project up to the successful completion of the Final System Acceptance. Regardless of the actual duration, the cost for CFX shall not exceed the stated amount of pay item 102 in accordance with this addendum and will be less in the event that the project is completed earlier.~~

Pay item 102 (System Contractor Project Management and Administration) is modified to be understood as a not to exceed quantity estimate of 60 months (a change from the original of 48 months). The unit price remains \$103,215.61/month for services rendered but changes the not to exceed extended price of \$6,192,936.60. The project management period shall be as required to complete the project up to the successful completion of the Final System Acceptance. Regardless of the actual duration, the cost for CFX shall not exceed the stated amount of pay item 102 in accordance with this addendum and will be less in the event that the project is completed earlier.

2. Supplemental 5 shall be modified by deleting the text stricken and adding the text that is underlined as follows:

~~The remaining 50 percent or \$524,189.49 will be paid as a time-based bonus per the following schedule:~~

Months Early (max baseline May 2018)	Completion Bonus
8 (installation completed by end of May 2018)	\$524,189.49
7 (installation completed by end of June 2018)	\$458,665.80
6 (installation completed by end of July 2018)	\$393,142.11
5 (installation completed by end of August 2018)	\$327,618.42
4 (installation completed by end of September 2018)	\$262,094.75
3 (installation completed by end of October 2018)	\$196,571.04
2 (installation completed by end of November 2018)	\$131,047.37
1 (installation completed by end of December 2018)	\$ 65,523.69

The remaining 50 percent or \$524,189.49 will be paid on a per-lane basis. Which would increase the interim maintenance payment from \$12,293.76 per lane to \$13,840.04 per lane. A true-up payment would be made to TransCore to address the difference for the lanes that have already been invoiced for interim maintenance at the \$12,293.76 amount to provide the difference of \$1,546.28 per lane to reach the new payment amount of \$13,840.04 per lane.

3. All other provisions of the Contract as supplemented eight (8) times shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment and the Contract as supplemented, the provisions of this Amendment shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By _____

Print Name: _____

Title: _____

Attest: _____

Title: _____

Approved as to form and execution, only.

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
AMENDMENT NO. 3 TO CONTRACT NO. 001021 AS SUPPLEMENTED**

This Amendment No. 3 to Contract No. 001021 with Supplemental Agreements 1, 2, 3, 4, 5, 6, and 7, is entered into this 18th day of June, 2019, by and between Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

19 JUN 27 AM 10:49

WITNESSETH:

WHEREAS, CFX and the Contractor on May 15, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX and the Contractor supplemented the Contract seven (7) times; and

WHEREAS, CFX and Contractor wish to amend the language in Volume V Method of Compensation, pay items numbers as set forth below.

NOW, THEREFORE, CFX and the Contractor agree as follows:

1. Pay Item #s 501.b, 502.a, 502.b, 503.a, 503.b, 504.a, 504.b, 505.a, 505.b, 506.a, 506.b, 507.a, 507.b, 508.a, 508.b, 509.a, 509.b, 510.a, 510.b, 511.a, 511.b, 512.a, 512.b, 513.a and 513.b of Volume V Method of Compensation shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:

~~50% upon delivery of equipment and verification of inventory at Houston warehouse
40% upon Plaza Acceptance
10% upon System Acceptance~~

50% upon delivery of equipment and verification of inventory at Houston warehouse
30% upon submission and CFX acceptance of plaza commissioning report for the installed lanes. Lanes can be submitted in a commissioning report by 1) mainline plaza ORT zone per direction, 2) mainline plaza barrier lanes or 3) all ramp plazas associated with a mainline plaza
10% upon Plaza Acceptance
10% upon System Acceptance

2. Pay Item 401.a
~~90% upon Plaza acceptance
10% upon System acceptance~~

50% upon successful completion of commissioning of plaza ORT zones (both directions) approved by CFX for all plazas (physical and virtual) reporting to the physical plaza machine
40% upon Plaza acceptance

10% upon System acceptance

3. Pay Item #107

~~100% upon Successful Completion of Commissioning of each Plaza Group approved by CFX.~~

Upon successful completion of Commissioning of each plaza sub-group approved by CFX where the plaza sub-group are defined as:

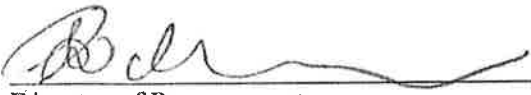
- 1) Mainline plaza ORT zones (both directions) 33.33%
- 2) Mainline plaza barrier lanes (both directions) 33.33%
- 3) All ramp plazas associated with a mainline plaza 33.33%

4. All other provisions of the Contract as supplemented seven (7) times shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment and the Contract as supplemented, the provisions of this Amendment shall take precedence.

'19 JUN 27 AM 10:49

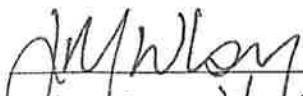
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed to be executed, in duplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

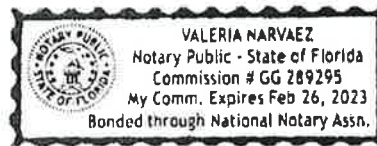
By: 
Director of Procurement

'19 JUN 27 AM 10:50

TRANSCORE, L.P.

By: 
Print Name: Jim Wilson
Title: SVP

Attest: Valeria Narvaez
Title: Administrative Assistant



Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 8**

This Supplemental Agreement No. 8 (“Supplemental Agreement”) is entered into this 12th day of April, 2019, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include maintenance services for an Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program from May 1, 2019 to October 31, 2019. This time can be extended for six months based on mutual agreement between CFX and TransCore, L.P.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include maintenance services for an Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program, with no increase in the Contract time. Increase in the Contract amount will be based on costs and fees as outlined in Exhibit “A” in a not-to-exceed amount of \$42,482.16.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

19 APR 22 AM 8:37

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

TRANSCORE, L.P.

By: 


Print Name: Edgar du Torres

Title: Associate Vice President

Attest: 

Title: ASSOCIATE VICE PRESIDENT

Approved as to form and execution, only.


General Counsel for CFX

'19 APR 22 AM 8:37

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
AMENDMENT NO. 2 CONTRACT NO. 001021 AS SUPPLEMENTED**

This Amendment No. 2 to Contract No. 001021 with Supplemental Agreements 1, 2, 3, 4, 5, 6, and 7, is entered into this 8th day of April, 2019, by and between Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 15, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX and the Contractor supplemented the Contract seven (7) times; and

WHEREAS, CFX and Contractor wish to amend the language in Volume V Method of Compensation, Pay Item # 501.a as set forth below.

NOW, THEREFORE, CFX and the Contractor agree as follows:

1. Pay Item # 501.a of Volume V Method of Compensation shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:

~~50% upon delivery of equipment and verification of inventory at Houston warehouse
40% upon Plaza Acceptance
10% upon System Acceptance~~

50% upon delivery of equipment and verification of inventory at Houston warehouse
30% upon submission and CFX acceptance of plaza commissioning report for the installed lanes. Lanes can be submitted in a commissioning report by 1) mainline plaza ORT zone per direction, 2) all mainline plaza barrier lanes per direction or 3) all ramp plazas associated with a mainline plaza.

10% upon Plaza Acceptance
10% upon System Acceptance


2. All other provisions of the Contract as supplemented seven (7) times shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment and the Contract as supplemented, the provisions of this Amendment shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

TRANSCORE, L.P.

By 
Print Name: Jim Wilson
Title: SVP

Attest: _____

Title: _____

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
AMENDMENT NO. 1 CONTRACT NO. 001021 AS SUPPLEMENTED**

This Amendment No. 1 to Contract No. 001021 with Supplemental Agreements 1, 2, 3, 4, 5, 6, and 7, is entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

11.8 NOV 16 AM 7:48

WHEREAS, CFX and the Contractor on May 15, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX and the Contractor supplemented the Contract seven (7) times; and

WHEREAS, CFX and Contractor wish to amend the language in Paragraph B of Supplemental Agreement 5 as set forth below.

NOW, THEREFORE, CFX and the Contractor agree as follows:

1. Paragraph B of Supplemental Agreement 5 shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:

~~B. The current milestone payment term of 50% upon complete delivery of equipment to local (Orlando) warehouse, and verification of inventory will be modified to payment terms of 25% upon delivery of equipment and verification of inventory at Houston warehouse and 25% upon delivery of equipment and verification of inventory at Orlando warehouse.~~

The current milestone payment term of 25% upon complete delivery of equipment and verification of inventory at Houston warehouse and 25% upon delivery of equipment and verification of inventory at Orlando warehouse will be modified to payment terms of 50% upon delivery of equipment and verification of inventory at Houston warehouse.


Contractor will be responsible for CFX equipment as defined in section 7.3 of the Contract. If required by CFX, Contractor will reimburse CFX or designee for time and travel costs to Houston to verify inventory.

Contractor will be responsible for CFX equipment as defined in Exhibit 1.7 – Vol III Statement of Work, sections 11.3.6.5 and 11.3.6.6 of the Contract. If required, Contractor will reimburse CFX or designee for time and travel costs to Houston to verify inventory.

2. All other provisions of the Contract as supplemented seven (7) times shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment and the Contract as supplemented, the provisions of this Amendment shall take precedence.

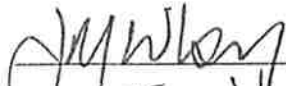
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed to be executed, in duplicate, on the day and year first written above.

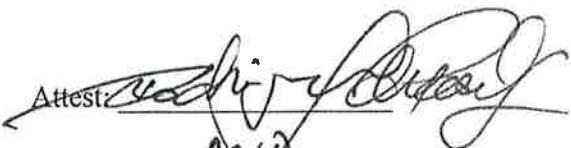
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

'18 NOV 15 AM 7:49

TRANSCORE, L.P.

By: 
Print Name: Jim Wilson
Title: SVP

Attest: 
Title: AUD.

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 7**

This Supplemental Agreement No. ⁷6 (“Supplemental Agreement”) is entered into this 12th day of January, 2017, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to reconfigure some of its toll plazas. Due to this reconfiguration it is necessary to modify the Contract Scope of Work to purchase additional toll system lane equipment to support the reconfiguration as well as provide Owner Furnished materials for new plazas.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall reconfigure some toll plazas and purchase additional toll system lane equipment at a cost of \$1,902,965.56.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

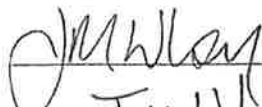
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

23 JAN 27 10:47

TRANSCORE, L.P.

By: 
Print Name: Jim Wilson
Title: SVP

Attest: 
SCOTT HOOTON
Title: VICE PRESIDENT

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 6**

3 AUG '16 AM 8:44

This Supplemental Agreement No. 6 ("Supplemental Agreement") is entered into this 18th day of July, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and


WHEREAS, CFX has determined it necessary and desirable expand the Contract Statement of Work to include the replacement of the UPS at the Forest Lake Plaza to support the new toll system replacement project.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall furnish and install the UPS at the Forest Lake Plaza at a cost of \$39,491.54.

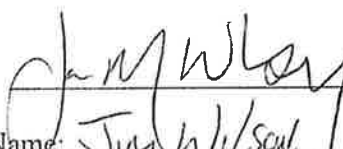
All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:  _____
Director of Procurement

TRANSCORE, L.P.

By  _____
Print Name: Jim Wilson _____
Title: SVP _____

Attest:  _____
Title: VICE PRESIDENT

Approved as to form and execution, only.

 _____
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 5**

3 AUG '16 AM 8:44

This Supplemental Agreement No. 5 (“Supplemental Agreement”) is entered into this 12th day of July, 2016, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to accelerate the Toll System Upgrade Project (“TSUP”) schedule and share in the cost savings realized by the acceleration.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to acceleration of the installation portion of the Toll System Replacement Project to include the following changes and edits:

- A. Reducing the number of toll lanes contained in the scope of the TSUP from 341 to 339. This factor revises the per lane payment of \$10,747.48, a reduction of \$4,856.05 per lane.
- B. The current milestone payment term of 50% upon complete delivery of equipment to local (Orlando) warehouse, and verification of inventory will be modified to payment terms of 25% upon delivery of equipment and verification of inventory at Houston warehouse and 25% upon delivery of equipment and verification of inventory at Orlando warehouse.

Contractor will be responsible for CFX equipment as defined in section 7.3 of the Contract. If required, Contractor will reimburse CFX or designee for time and travel costs to Houston to verify inventory.

- C. The early completion bonus of \$1,048,378.97 to the Contractor will be paid as follows:
 - A 50 percent payment or \$524,189.48 paid on a per-lane basis. Which would increase the payment to \$12,293.76 per lane.

- The remaining 50 percent or \$524,189.49 will be paid as a time-based bonus per the following schedule:


Months Early (max baseline May 2018)	Completion Bonus
8 (installation completed by end of May 2018)	\$524,189.49
7 (installation completed by end of June 2018)	\$458,665.80
6 (installation completed by end of July 2018)	\$393,142.11
5 (installation completed by end of August 2018)	\$327,618.42
4 (installation completed by end of September 2018)	\$262,094.75
3 (installation completed by end of October 2018)	\$196,571.04
2 (installation completed by end of November 2018)	\$131,047.37
1 (installation completed by end of December 2018)	\$ 65,523.69

- D. Contractor contends that there will be no excuses in schedule delays related to project design, project review comments, testing delays, or installation issues; schedule delays due to force majeure, as defined in section 19.2(viii) of the contract, shall be cause for a matching relief in schedule. Contractor shall document and sent to CFX any perceived delay within one (1) business day for review and concurrence. The Contractor will add additional installation crew at no further cost to CFX which is expected to reduce the duration of the installation by upwards of eight (8) months. In the event the Contractor is able to achieve a schedule acceleration greater than above, additional credit to CFX and/or Contractor is not part of this Supplement Agreement.

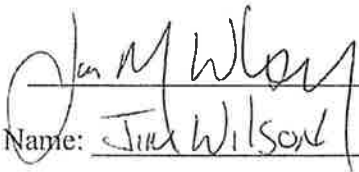
All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By: 
Director of Procurement

TRANSCORE, L.P.

By 
Print Name: Jim Wilson
Title: SVP

Attest: 
Title: VICE PRESIDENT

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 4**

This Supplemental Agreement No. 4 ("Supplemental Agreement") is entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and


WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees as outlined in Exhibit "A" in a not to exceed amount of \$1,102,791.68.

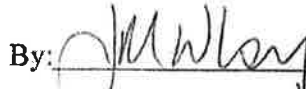
All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.


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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

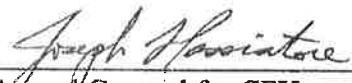
By: 
Director of Procurement

TRANSCORE, L.P.

By: 
Print Name: Jim Wilson
Title: SVP

Attest: 
Title: VICE PRESIDENT

Approved as to form and execution, only.


General Counsel for CFX

SUPPLEMENTAL AGREEMENT NO. 2 TO
CONTRACT FOR TOLL SYSTEM UPGRADE
CONTRACT NO. 001021

This Supplemental Agreement is made and entered as of the last date of execution below, by and between, TRANSCORE, LP, duly registered to do business in the State of Florida, having a place of business at 2100 Lake Orange Drive, Suite 100, Orlando, Florida 32837, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX."

WITNESSETH:

WHEREAS, Contract No. 001021 for a Toll System Upgrade, executed on or about May 14, 2015, requires TransCore to provide source code, corresponding configuration settings, documentation, compilers and other necessary materials required to create executable software from the source code, hereinafter collectively referred to as "Source Code;" to CFX, annually and at all significant events, including the first plaza acceptance test, Final System Acceptance, and routine updates and releases as indicated in Contract Exhibit 1.2, item number 13.

WHEREAS, the Contract provides that "CFX has the right to make copies, to use the code on its systems, and to alter or modify the source code, as upgraded, enhanced, modified, or configured, at its risk and option, which right survives the term of the Contract."

WHEREAS, one of TransCore's subcontractors, QFree America Inc., hereinafter "QFree," will not agree to provide CFX with the Source Code.

WHEREAS, the CFX's Board of Directors at its meeting on the 14th day of January 2016, agreed to enter into an Escrow Agreement; CFX Contract No. 001183, with QFree and NCC Group Escrow Associates, to provide protocol procedures for access to the source code in case of a release event.

WHEREAS, QFree has agreed in addition to the Escrow Agreement, to reduce the contractual cost to TransCore by \$75,000.

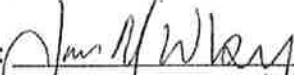
WHEREAS, CFX has determined it necessary to obtain a credit from TransCore in the amount of \$75,000.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree with a total credit to the Contract of \$75,000.00, as detailed in the attached Exhibit A, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be \$84,231,307.84 for all materials and services required under the Contract.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Supplemental Agreement on behalf of the parties as of the last day of execution below.

TRANSCORE, LP

Date: 2/22/16

By: 

Print Name: Jim Willson

Title: SVP

ATTEST:  (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: 2-26-16

By: 
Director of Procurement

APPROVED AS TO FORM
AND EXECUTION ONLY


CFX General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 2**

**EXHIBIT A
DETAILS OF CREDIT TO THE CONTRACT**

The \$75,000 credit shall be applied towards the Factory Acceptance Test (FAT), line item 105 of Exhibit 1.15 of the contract.

<u>Line item</u>	<u>Nomenclature</u>	
105	Factory Acceptance Test (FAT)	Extended Price - \$199,307.56
		Credit - <u>-\$75,000.00</u>
		Total \$124,307.56

END OF EXHIBIT A

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 3**

19 JAN 16 PM 2:09

This Supplemental Agreement No. 3 ("Supplemental Agreement") is entered into this 8th day of January, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include transponder distribution services when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include transponder distribution services when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees negotiated between CFX and the Contractor at the time the services are required and approved by CFX.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.


20 JAN 16 AM 10:18

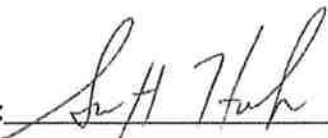
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

TRANSCORE, L.P.

By: 
Print Name: Jim Wilson
Title: SVP

Attest: 
Title: AVP

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 1st day of December, 2015, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the deletion of the equipment in accordance with the attached Exhibit A, Scope of Services, with a total credit to the Contract of \$693,692.16, as detailed in the attached Exhibit B, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be \$84,306,307.84 for all materials and services required under the Contract.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

TRANSCORE, L.P.

By: 

Print Name: Tracy Marks

Title: President

Attest: 
Title: Contract Manager

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TRANSCORE, LP**

TOLL SYSTEM UPGRADE

CONTRACT NO. 001021

**CONTRACT DATE: MAY 14, 2015
CONTRACT AMOUNT: \$85,000,000.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, NEGOTIATED AREAS, TRANSCORE MODIFICATIONS AND
CLARIFICATIONS, REVISED CDRL APPENDIX K, AGREED CHANGES TO MILESTONE
PAYMENTS, THE ADDENDA, STATEMENT OF WORK, SYSTEM REQUIREMENTS,
METHOD OF COMPENSATION, APPENDICES, TRANSCORE PROJECT MANAGEMENT
MATRIX, TRANSCORE MAINTENANCE PERSONNEL MATRIX, TRANSCORE REVISED
PROJECT SCHEDULE, TECHNICAL PROPOSAL, PRICE PROPOSAL, TRANSCORE
“ALLEGRO TOLL TRANSPONDER REPLACEMENT PROPOSAL”, BONDS, AND
INSURANCE POLICIES**

**CONTRACT, NEGOTIATED AREAS, TRANSCORE MODIFICATIONS AND
CLARIFICATIONS, REVISED CDRL APPENDIX K, AGREED CHANGES TO
MILESTONE PAYMENTS, THE ADDENDA, STATEMENT OF WORK,
SYSTEM REQUIREMENTS, METHOD OF COMPENSATION,
APPENDICES, TRANSCORE PROJECT MANAGEMENT MATRIX,
TRANSCORE MAINTENANCE PERSONNEL MATRIX, TRANSCORE
REVISED PROJECT SCHEDULE, TECHNICAL PROPOSAL, PRICE
PROPOSAL, TRANSCORE "ALLEGRO TOLL TRANSPONDER
REPLACEMENT PROPOSAL", BONDS, AND INSURANCE POLICIES**

FOR

TOLL SYSTEM UPGRADE

CONTRACT NO. 001021

MAY 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

**Welton G. Cadwell, Chairman
S. Scott Boyd, Vice Chairman
Brenda Carey, Secretary/Treasurer
Fred Hawkins, Jr., Board Member
Teresa Jacobs, Orange County Mayor
Buddy Dyer, City of Orlando Mayor
Walter A. Ketcham, Jr., Board Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez-Scaccetti, Non-Voting Advisor**

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<u>Title</u>	<u>Page</u>
CONTRACT	1 to 28
<p>Below listed documents included on CD (Negotiated Areas, TransCore modifications and clarifications, Revised CDRL Appendix K, Agreed changes to Milestone Payments, The Addenda, Statement of Work, System Requirements, Method of Compensation, Appendices, TransCore Project Management Matrix, TransCore Maintenance Personnel Matrix, TransCore Revised Project Schedule, Technical Proposal, Price Proposal, TransCore “Allegro Toll Transponder Replacement Proposal”)</p>	
<p>Below listed documents included at the back of this binder behind the Contract (Bonds, and Insurance policies)</p>	

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 14th day of May, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the CFX and TransCore, LP, hereinafter the CONTRACTOR:

WITNESSETH:

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

WHEREAS, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to design, furnish, install and maintain toll collection system replacement equipment and related tasks as may from time to time be assigned to the CONTRACTOR by the CFX; and,

WHEREAS, on or about September 29, 2014, the CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the sole qualified firm that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the 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 CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include designing, furnishing, installing and maintaining toll collection system replacement equipment as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The 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. The CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract
- 1.2 Negotiated Areas v12 dated 4/21/2015
- 1.3 TransCore modifications and clarifications
- 1.4 Revised CDRL Appendix K dated 2/24/2015
- 1.5 Agreed changes to Milestone Payments
- 1.6 The Addenda (RFP001021 Addendum 1, 2, & 3) modifying the Contract Documents,
- 1.7 The Statement of Work,
- 1.8 The System Requirements,
- 1.9 The Method of Compensation,
- 1.10 TransCore Project Management Matrix
- 1.11 TransCore Maintenance Personnel Matrix
- 1.12 TransCore Revised Project Schedule
- 1.13 The Technical Proposal submitted by CONTRACTOR
- 1.14 The Price Proposal submitted by CONTRACTOR,
- 1.15 TransCore “Allegro Toll Transponder Replacement Proposal”
- 1.16 Bonds, and
- 1.17 Insurance policies

(collectively, the “Contract”).

2. TERM AND NOTICE

The term of the Contract will be from the date established in the Notice to Proceed from the CFX as shown in the table below:

Table III.00.02 – Project Milestones			
Project Phase	Mile-stone No.	Milestone	Time Frame
Phase I System Design Development	1	Completion of Mobilization	8/27/2015
	2	Satisfactory Completion of Preliminary Design Review (PDR)	9/7/2015
	3	Satisfactory Completion of Detail Design Review (DDR)	10/21/2015

Table III.00.02 – Project Milestones			
Project Phase	Mile- stone No.	Milestone	Time Frame
Phase II System Integration & Testing	4	Satisfactory Completion of Factory Acceptance Test (FAT)	2/22/2016
Phase III System Implementation, Installation, Commissioning & Testing	5	Satisfactory Completion of Implementation of Toll Host Environment Subsystems & Message Converter Interface w/Legacy	3/7/2016
	6	Satisfactory Completion of Toll Host Environment Interoperability & External Interface Testing	6/7/2016
	7	Satisfactory Completion of System Initial End-to-End Testing (SIETET)	11/28/2016
	8	Satisfactory Completion of Plaza Acceptance Testing (PAT) at Last Plaza Group	12/3/2019
Phase IV Final System Acceptance	9	Satisfactory Completion of Final System Acceptance Testing (SAT)	6/27/2019
Phase V Warranty Period	—	-----	11/28/2016 THRU 12/19/2019 H/W: Host Environment: Date of Host Environment Commissioning for 3 years. Plaza Group: Date of 1 st Plaza Group Commissioning for 1 year. S/W: Date of 1 st Plaza Group Commissioning thru end of Contract Term.
Phase VI System Maintenance Period	10	End of Initial System Maintenance Period	6/27/2019 H/W: Date of Final System Acceptance. S/W: Date of Final System Acceptance.
	11	End of Operational System Maintenance Period	5 years after Date of Final System Acceptance.

EXTENDED SYSTEM MAINTENANCE

At CFX’s sole option, CONTRACTOR shall provide extended system maintenance for ten (10) additional one-year periods, or portions thereof, with a price that shall not increase more than the prior year’s average annual increase as reported in the Consumer Price Index (CPI) for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the Bureau of Labor Statistics or no more than 3% per year, whichever is lower. If the CPI is negative, then the price shall not decrease, but remain the same as the prior year.

The CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the CFX (with or without cause) constitute a default by the 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 hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the CFX, the CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the 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, the CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be

reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$85,000,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation, Contract Exhibit 1.9 as amended by Contract Exhibit 1.5.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the 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 the 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. The CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the 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 the 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 the CFX until reinstated by the CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit the CFX, at the 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 the CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The CFX encourages participation of local minority and women business enterprises on contracts considered for an award. The CONTRACTOR has committed to a two point seven (2.7%) M/WBE participation objective for this project.

The CONTRACTOR shall ensure that 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.

The CONTRACTOR shall submit a draft M/WBE Participation Plan to the CFX for review within 15 days after the Notice to Proceed for the project. The CONTRACTOR's M/WBE plan shall meet the CONTRACTOR's objective approved by the CFX.

At any time, the CFX's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the CFX.

5.1 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 Americans, 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, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.
- (4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

5.2 Specific Requirements: The CONTRACTOR shall, among other things, implement techniques to facilitate continuing 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 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 and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.
- (5) Meeting with appropriate officials of the CFX, including its Business Development Program Office, to assist with the CONTRACTOR's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

5.3 The CFX will count M/WBE participation toward meeting M/WBE objectives as follows:

- (1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.
- (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 M/WBE partner in the joint venture may be counted toward the M/WBE objective.
- (3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. An 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 an M/WBE is performing a commercially useful function, the CFX will evaluate all relevant factors such as the amount of work subcontracted and industry practices.
- (4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work

assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

- (5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:
- (a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.
 - (b) CONTRACTOR may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

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.

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 packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

- (c) CONTRACTOR may count toward M/WBE objectives the following expenditures to M/WBE firms 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.

5.4 Records and Reports: The CONTRACTOR shall develop a record keeping system to monitor its 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 M/WBEs;
- (3) the dollar value of the contracts awarded to M/WBEs;
- (4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;
- (5) a description of the general categories of contracts awarded to M/WBEs;
- (6) the specific efforts employed to identify and award contracts to M/WBEs;
- (7) maintenance of records of payments and monthly reports to the CFX;
- (8) Subcontract Agreement between CONTRACTOR and M/WBE subcontractors; and
- (9) any other records required by the CFX's Project Manager or Executive Director.

The records maintained by the CONTRACTOR in accordance with this article shall be provided to the CFX for review within 48 hours of the CFX's request. The CONTRACTOR shall submit a

properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 Commercial General Liability Insurance having a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars (\$10,000,000.00) 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 tort liability for bodily injury and property damages assumed by CONTRACTOR under this Contract.

6.2 Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of Five Million Dollars (\$5,000,000.00) for each accident;

6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 Performance and Payment Bond equal to the amount of the Contract;

6.6 Employees Fidelity Bond covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract. Commercial Crime insurance with limits no less than \$5,000,000 is acceptable in lieu of an Employees Fidelity Bond.

Such insurance policies shall be without co-insurance, and shall (a) include the CFX, and such other applicable parties the 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 the 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 the CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;
- (iii) members of the public who may be traveling through the plazas and their vehicles.

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

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

- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Principal-In-Charge; Project Manager; Deputy Project Manager, System Design; Deputy Project Manager, System Installation; Manager, Quality Assurance/Quality Control; Manager, Application Development; Database Administrator; Toll Installation and Maintenance Liaison Leader(s); Manager, Training (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Statement of Work, 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 CFX. When the CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and the CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the 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 the CFX.

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

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

11. INFORMATION 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.

CONTRACTOR shall protect and shall make no release of any information, data, customer information, system metrics, to anyone outside of the Contract, unless otherwise explicitly authorized by CFX. The CONTRACTOR shall secure all network interfaces and take prudent measures to protect CFX data and information within the CONTRACTOR'S organization from both internal and external potential threats of data theft and misuse.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in

preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the “CFX Property”).

CFX’s ownership rights apply to all data gathered, processed, stored or otherwise used by the System. CFX shall have unrestricted, free access to all such System data at all times. CFX’s rights to all data shall be at no additional cost. The CONTRACTOR shall in a timely manner support all data requests made by CFX.

CFX’s ownership of the CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the “CFX Intellectual Property”). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the CFX’s registered trademark name for the CFX’s electronic toll collection system, and comprises a portion of the CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX’s sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors’ access to and/or use of the CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the “CONTRACTOR Property”), and the intellectual property rights associated therewith (collectively, the “CONTRACTOR Intellectual Property”), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as “CONTRACTOR”) warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX’s use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. CUSTOM SOFTWARE OWNERSHIP AND LICENSING

All custom software provided under this agreement, as the term "custom software" is defined in Volume VI, Appendix "A", including documentation, executable code and source code, will be owned by CFX or licensed to CFX as stated below.

13.1 Custom Software Ownership

The CONTRACTOR shall provide to CFX a license for all custom software and any related software including any product upgrades for the life of the system. The CONTRACTOR or its subcontractor(s) shall grant CFX a non-exclusive, no cost, royalty free, perpetual license for unlimited CFX use of the custom software and documentation including executable code and source code. Such license shall extend to any CFX owned or operated facility. All such software will remain the property of the CONTRACTOR or its subcontractor(s) and all title and rights will remain with the CONTRACTOR or its subcontractor(s) subject to CFX's license. Said license of the CONTRACTOR or its subcontractor(s) shall grant CFX or any third party under contract with CFX the right to modify or change any software (source and executable code) in performance of maintenance and enhancement functions. Any modification of the source code by CFX, its agents, or third party contractors shall nullify and invalidate CONTRACTOR's software warranty for that particular piece of software.

If CFX decides to release licensed custom software during the term of this Contract to any firm specializing in software integration for toll collection systems, it shall provide the CONTRACTOR with sufficient notification to allow the CONTRACTOR to facilitate the execution of a non-disclosure agreement between the owner and the receiving party. CFX shall not release the software and/or source code until the non-disclosure agreement is fully executed. The owner of the software shall act within a reasonable time and fashion to execute the non-disclosure agreement with the receiving party, but in no event shall the owner execution exceed 30 calendar days from owner receipt of non-disclosure agreement signed by the recipient; otherwise the owner waives its right to such non-disclosure agreement. The CONTRACTOR shall include such provision in all CONTRACTOR software subcontracts where CFX will be licensed custom software. The CONTRACTOR and CFX will utilize mutually agreed upon non-disclosure forms. Such non-disclosure agreement shall not be required beyond the term of this Contract.

14. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall, unless otherwise specified, 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.

15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

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

16. NONDISCRIMINATION

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

17. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the 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.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon, among other considerations, characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the CFX, which may be withheld in the CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract. Notwithstanding the foregoing:

18.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

18.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

- (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to the CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the CFX. Upon such event, the CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. The CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the CFX with equal or greater protections than herein.

If, during the Term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the 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 the CFX's Director of Procurement requesting approval to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the 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 the CFX Board at its next regularly scheduled meeting.

19. DAMAGES

CFX and the CONTRACTOR recognize that time is an essential element of the Contract, and that such conditions including without limitation: delay in completing the work on time; failure of the System to perform with the required functionality or at required service levels; and/or failure to provide the required level of service for Contract activities such as System Maintenance; will result in damages due to public inconvenience, obstruction to traffic, interference with business, loss of revenues, and increasing of inspection and administrative costs to CFX.

19.1 Liquidated Damages

It is therefore agreed that in view of the difficulty of making a precise determination of actual damages, a sum of money in the amount stipulated in Appendix E of Volume VI, will be charged against the CONTRACTOR for failure to perform within the time required, not as penalty, but as liquidated damages.

19.2 Assessment and Collection of Damages

(i) The Contractor's delay in completing the work in accordance with the baseline schedule and subsequent revisions shall result in a damage to CFX. These damages

will be assessed as Liquidated Damages as indicated herein. The assessment for each applicable milestone, phase or plaza group implementation shall be one thousand dollars (\$1,000.00) per calendar day for each day of delay beyond the scheduled date of completion. Assessment of and collection of payment for such Liquidated Damages will occur upon completion of work the milestone, phase, or plaza group for which the Liquidated Damages occur. Liquidated Damages shall apply to the following completion dates for milestones, phases and plaza groups as provided in the baseline schedule:

- a. Failure to meet the schedule date for Milestone 7 – Completion of the System Initial End-to-End Test (SIETET).
 - b. Failure to meet the scheduled dates for completion of the Plaza Acceptance Test by individual Plaza group (subset of Milestone 8)
- (ii) Assessment and collection of liquidated damages for failure to meet service level requirements shall occur at the completion of each invoice period (generally monthly).
- (iii) Assessment and collection of actual damages such as for loss of revenues, etc. shall occur at the completion of each invoice period (generally monthly).
- (iv) CFX shall have the right to apply as payment on such liquidated or actual damages any money that is due to the CONTRACTOR by CFX.
- (v) CFX does not waive its right to liquidated or actual damages due under the Contract by allowing the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time for a phase including granted time extensions. CFX considers a phase complete when the CONTRACTOR has completed all work and CFX has accepted the work.
- (vi) CFX reserves the right to delay assessment of liquidated and/or actual damages or waive damages in whole or in part at any time if CFX determines such waiver is in its best interest. Any such waiver is at CFX's sole discretion.
- (vii) CFX reserves the right to assess and collect actual damages as a result of poor workmanship or failure of the CONTRACTOR to follow manufacturer's instructions relating to any supplied installed product. This provision includes but is not limited to the Point of Sale (POS) equipment in the event of a compromise that results in damages and fines to CFX which is attributable to the device not being installed, operated or maintained in accordance with the manufacturer's instructions.

19.3 Schedule of Liquidated Damages – The amounts and descriptions of various warrants for Liquidated Damages are provided throughout the Contract documents, particularly in Volume III, Statement of Work; Volume IV, System Requirements; and in Volume VI, Appendix E, Performance Measures and Service Levels.

19.4 Not used

19.5 Permitting CONTRACTOR to Finish Work – Permitting the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time allowed for a phase, including extensions of time granted to the CONTRACTOR, shall in no way act as a waiver on the part of CFX of the damages due under the Contract.

19.6 Completion of Work by CFX – In case 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 damages under the contract, but no shall be chargeable for any delay in the final completion of the work by CFX due to any unreasonable action or delay on the part of CFX.

19.7 Reduction in Payment for Liquidated or Actual Damages – Liquidated or actual damages for days of delay will be charged against the payment(s) due the CONTRACTOR for a Phase before the balance thereof is released and paid to the CONTRACTOR. In the event the balance due the CONTRACTOR for a Phase is insufficient to offset the liquidated damages due CFX, CFX shall have the right of offset against other payments due the CONTRACTOR under other phases of work. When neither offset provision remedies the damages amount due CFX, damages are due CFX upon demand.

19.8 Contract Cap on Liquidated Damages related to Appendix E of Volume VI, – An overall Contract cap to Liquidated Damages will apply for the duration of this Contract related to the requirements stipulated in Appendix E of Volume VI. After the first month of operations, Liquidated Damages, if any, are capped at a maximum of fifteen percent (15%) of the monthly Contract's invoice. After the second month of operations, Liquidated Damages, if any, are capped at a maximum of thirty percent (30%) of the monthly Contract's invoice. After the third month of operations, Liquidated Damages, if any, are capped at a maximum of forty-five percent (45%) of the monthly Contract's invoice. After the fourth month of operations, Liquidated Damages, if any, are capped at a maximum of sixty percent (60%) of the monthly Contract's invoice. After the fifth month of operations, Liquidated Damages, if any, are capped at a maximum of seventy-five percent (75%) of the monthly Contractor's invoice. After the sixth month of operations and thereafter, Liquidated Damages, if any, are capped at a maximum of ninety percent (90%) of the monthly Contractor's invoice.

19.9 Contract Cap on Actual Damages – The Contract cap to Actual Damages is divided into two phases as follows:

(i) Prior to Final System Acceptance

- 1) Cap for toll revenue losses is capped at the amount of the lost toll revenue due to any issue that results in a loss of revenues. (Note: for current toll revenue and traffic information, refer to CFX's monthly statistical report which can be found on CFX's website:

<https://www.cfxway.com/CorporateInformation/FinancialReportsampStatistics/StatisticalReports.aspx>

2) Cap for non-toll revenue losses is capped at five million dollars (\$5,000,000.00).

(ii) After Final System Acceptance

The cap is ten million dollars (\$10,000,000.00).

19.10 At its sole discretion, CFX may waive Liquidated Damages and assess the Contractor Actual Damages to recover revenue loss due to system malfunctioning and the costs associated with researching such system malfunctioning, which may include but not limited to labor costs, consultant costs, and any other miscellaneous costs.

20. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the CFX's Executive Director (or his/her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the 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.

21. REMEDIES

In addition to any remedies otherwise available to the CFX under law, upon an uncured default the CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the CFX are required for Contract completion. All costs and charges incurred by the CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the CFX for the difference. On a Contract terminated for default, in no event shall the CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

22. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, “adjusted award” or “adjusted judgment” shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term “contested claim” or “claims” shall include “Claims” as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR’s claim(s).

Attorneys’ fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

“Attorneys’ fees” shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys’ CONTRACTOR’s, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

23. OTHER SEVERABILITY

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

24. GOVERNING LAW

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

25. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the 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.

26. INTERPRETATION

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

27. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the 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 the CFX, whichever is later.

28. 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:

28.1 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

28.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

28.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

28.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

28.5 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.

29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

29.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the CFX's Board of Directors at its meeting on May 14, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

Print Name: Claude Miller

TRANSCORE LP.

By: *Tracy Marks*

Print Name: Tracy Marks

Title: President

ATTEST: *Mutta* (Seal)

Approved as to form and execution, only.

Joseph Hasiatore
General Counsel for the CFX




CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 22, 2019


SUBJECT: Approval of Supplemental Agreement No. 2 with
TC Delivers, Inc. for Toll Operations Printing and Mailing Services
Contract No. 001085

Board approval is requested for the Supplemental Agreement No. 2 of the referenced contract with TC Delivers, Inc. for a not-to-exceed amount of \$900,000.00. The original contract was for three years with two one-year renewals.

The services include printing and mailing to support the increase in communication to customers.

Original Contract Amount	\$ 537,967.92
Supplemental Agreement No. 1	\$ 718,306.66
First Renewal	\$ 478,500.00
Second Renewal	\$ 72,600.00
Supplemental Agreement No. 2	<u>\$ 900,000.00</u>
Total	\$2,725,743.58

This amount is budgeted in the OM&A Budget.

Reviewed by: 
David Wynne
Director of Toll Operations



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL OPERATIONS PRINTING AND MAILING SERVICES
CONTRACT NO. 001085
SUPPLEMENTAL AGREEMENT NO. 2**

This Supplemental Agreement No. 2 (“Supplemental Agreement”) is entered into this 8th day of August 2019, by and between the Central Florida Expressway Authority (“CFX”) and TC Delivers, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on April 9, 2015, entered into an Agreement whereby CFX retained the Contractor to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the Contractor by CFX; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$900,000.00 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 April 9, 2015;

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 \$900,000.00 which shall make the total not-to-exceed amount of the Contract \$2,725,743.58.

CFX and Contractor agree that this Supplemental Agreement No. 2 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. 2; that acceptance of this Supplemental Agreement No. 2 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. 2 was approved by CFX Board of Directors on August 8, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TC DELIVERS, INC.

By: _____

Title: _____

Attest: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2
CONTRACT NO. 001085**

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 14th day of March, 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and TC Delivers, Inc., herein after called the "Contractor."

'19 MAR 22 PM 1:32

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 9, 2015, with a Notice to Proceed date of July 1, 2015, whereby CFX retained the Contractor to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the Contractor by CFX; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the second renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 1st day of July, 2019 and ending the 30th day of June, 2020 at the cost of \$72,600.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the First Renewal ending June 30, 2019, the Contractor shall execute a "Certificate of Completion of the First Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the First Renewal ending June 30, 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.

TC DELIVERS, INC.

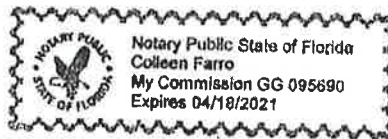
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Janice Roseman*
Authorized Signature

BY: *[Signature]*
Director of Procurement

Title: *Vice President*

ATTEST: *Colleen Faro* (SEAL)
Secretary or Notary



If Individual, furnish two witness:

Witness (1) *Julie Martinez*

Witness (2) *[Signature]*

Legal Approval as to Form

Joseph J. Rossiter
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL
CONTRACT NO. 001085**

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 29th day of June, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and TC Delivers, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 9, 2015, with a Notice to Proceed date of July 1, 2015, whereby CFX retained the Contractor to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the Contractor by CFX; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the first renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2018 and ending the 30th day of June, 2019 at the cost of \$478,500.00, which amount restates the amount of the Original Agreement.

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

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

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

TC DELIVERS, INC.

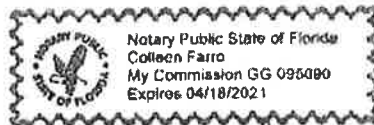
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Jamie Freeman
Authorized Signature

BY: Bill
Director of Procurement

Title: Vice President

ATTEST: _____ (SEAL)
Secretary or Notary



If Individual, furnish two witness:

Witness (1) Burt

Witness (2) Julie Marking

Colleen Farro

Legal Approval as to Form

Joseph J. Rossistone
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL OPERATIONS PRINTING AND MAILING SERVICES
CONTRACT NO. 001085
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 9th day of February 2017, by and between the Central Florida Expressway Authority ("CFX") and TC Delivers, Inc. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on April 9, 2015, entered into an Agreement whereby CFX retained the Contractor to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the Contractor by CFX; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$718,306.66 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated April 9, 2015, ~~5~~ 5.8.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$718,306.66 which shall make the total not-to-exceed amount of the Contract \$1,274,643.58.

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

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on February 9, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

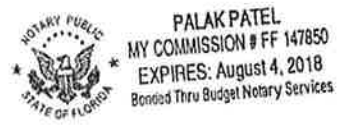
By: 
Director of Procurement

TC DELIVERS, INC.

By: 

Title: Vice President

Attest:  (Seal)
Palak Patel



Approved as to form and execution, only.

General Counsel for CFX



CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TC DELIVERS**

**TOLL OPERATIONS PRINTING AND MAILING
SERVICES**

CONTRACT NO. 001085

**CONTRACT DATE: APRIL 9, 2015
CONTRACT AMOUNT: \$537,967.92**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL,
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL, PERFORMANCE
AND PAYMENT BOND, AND FORMS**

FOR

TOLL OPERATIONS PRINTING AND MAILING SERVICES

CONTRACT NO. 001085

APRIL 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Walter A. Ketcham Jr., Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

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CONTRACT

This Contract No. 001085 (the "Contract" as defined herein below), is made this 9th day of April 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and TC DELIVERS, 8879 Boggy Creek Road, Orlando, Florida 32824, hereinafter the CONTRACTOR:

WITNESSETH:

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

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about February 8, 2015, the AUTHORITY issued an Invitation to Bid seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the Successful Bidder that responded to the Invitation to Bid and was ultimately selected.

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include receiving and processing E-PASS data in electronic format and processing the data into the letter format required by the Authority, printing the letter, inserting it into an envelope and mailing it to the addressee as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addendum,
- 1.3 The Scope of Services, and
- 1.4 The Bid submitted by CONTRACTOR,

(collectively, the "Contract").

1. CONTROL OF THE WORK

All work shall be subject to review and acceptance by the AUTHORITY's designee who shall evaluate the CONTRACTOR's work for compliance with the Contract Documents. The AUTHORITY's designee has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the CONTRACTOR or any subcontractor or supplier.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date established in the Notice to Proceed. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 15 days notice for cause. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented

termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

The AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

The AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

The AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the initial term of the Contract is \$537,967.92.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with unit prices in the CONTRACTOR's bid.

4. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

The CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance shall be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY, in its sole and absolute discretion. All surety bonds shall be in a form and issued by a surety company approved by AUTHORITY. The CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

4.1 Comprehensive General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

4.2 Comprehensive Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

4.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Insurance policies shall be carried without deductible, without co-insurance, and shall (a) include the AUTHORITY, and such other parties the AUTHORITY shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

4.5 Performance and Payment Bond: The CONTRACTOR shall furnish to the AUTHORITY, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/3 years). The initial term of the bond shall be from July 1, 2015 through June 30, 2016. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to the AUTHORITY at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in the AUTHORITY giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by the AUTHORITY. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the AUTHORITY. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to the AUTHORITY at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the AUTHORITY's initial approval of the company, then the AUTHORITY may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the AUTHORITY. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by the AUTHORITY.

5. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, contractors or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- CONTRACTOR's failure to include terms in its subcontracts as required by the Contract,
- CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

The CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

6. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract, CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY will direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

7. PRESS RELEASES

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

8. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

9. NONDISCRIMINATION

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

10. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's personnel providing services under this Contract shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

11. SUBLETTING AND ASSIGNMENT

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

11.1 CONTRACTOR may assign its rights to receive payment under this Contract with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Contract without consent of or advance notice to CONTRACTOR; and

11.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

12. DISPUTES

The AUTHORITY's Executive Director (or his delegate) shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

13. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work.

14. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include the initial written claim(s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

15. UNAUTHORIZED ALIENS

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

16. OTHER SEVERABILITY

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on April 9, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Candice Miller*
Director of Procurement

DATE: 5/15/15

TC DELIVERS

By: *Jamie Freeman*
Signature

Jamie Freeman
Print Name

Vice President Client Services
Title

ATTEST: *Jamie Freeman* (Seal)
JAMIE FREEMAN

DATE: Apr. 17 2015

Approved as to form and execution, only.

Joseph J. Rossatore
General Counsel for the AUTHORITY

**SCOPE OF SERVICES
TOLL OPERATIONS PRINTING AND MAILING SERVICES
CONTRACT NO. 001085**

1.0 DESCRIPTION

Contractor shall provide Printing and Mailing services for the Central Florida Expressway Authority (CFX) that includes statements, Unpaid Toll Notices (UTN), Uniform Traffic Citations (UTC), and various letters. In addition, Contractor shall provide an individual copy of each document mailed in a format acceptable by the Authority. Currently using PDF document type. This work involves receiving and processing CFX data in electronic format and processing that data into the letter format required by the Authority, then printing, inserting and mailing the letters. This list is not considered all inclusive and other additional printing and mailing projects may be added in the future.

2.0 GENERAL REQUIREMENTS

2.1 General - The Contractor shall provide all the computers, software, equipment, labor, materials, supplies, support assistance and incidentals necessary to provide all the printing and mailing services required by the Authority.

2.2 Data Transfer – The Contractor shall provide an FTP site which will be used to transfer all data. Contractor shall be ready to implement SFTP upon request. The FTP login provided to the Authority shall require a password allowing access to a directory available only to the Authority and the Contractor. If data transfer through the FTP site is not possible due to technical problems, the Contractor must be able to accept data through other means such as compact disc, flash drive.

2.3 Coding Accuracy Support System (CASS) - The Contractor shall be Coding Accuracy Support System (CASS) certified or have the capability of CASS-certifying Authority files. All data records received from the Authority for all printing must be run through this process. The CASS process is necessary in order to meet the U.S. Postal service's requirements for automated postage discounts. The Contractor shall take the address information for each data record and process it through this program. The program shall standardize and update the street information, city, state, and zip code to match the Post Office's national database of address information. The program shall also append the +4 digits to the end of the zip code, and create the postnet barcode required by the Post Office. All of the data records shall be sorted into the correct station order for the Post Office. The Contractor shall provide CASS certification for each mailing.

- 2.4 Postage** – The Contractor is responsible for managing separate prepaid postage accounts for the Authority. The Contractor shall request postage no less than one (1) month in advance of the time needed, and invoice each process separately. If the Contractor fails to request prepaid postage in a timely manner the Contractor is responsible for funding the postage account for all mailings. Postage currently amounts to approximately \$723,000 for fiscal year period of July 1, 2013 – June 30, 2014. This amount only includes E-PASS statements, E-PASS letters, Violation Enforcement Section Final Notices, Unpaid Toll Notices and Uniform Traffic Citations. The different deposit accounts for the various categories shall be invoiced separately.
- 2.5 Mail Out Requirements** - Contractor shall print, package and make direct delivery of mail pieces to the U.S. Post Office by the next business day or within 24 hours after receipt of data from the Authority. An exception to this requirement are the Unpaid Toll Notices which shall be printed and mailed within three to five business days, in equal amounts from the date of receipt, and shall be postmarked and delivered to the Post Office no later than the 14th of each month. All mail pieces shall have “Return Service Requested” printed on the bottom right hand side of the envelope.
- 2.6 Laser Printing** - The Contractor shall provide quality laser printing of single and multiple page statements for E-PASS customer accounts, letters and for other specialty requests.
- 2.7 Intelligent Insert** - Contractor shall perform multiple and selective inserts through the use of “intelligent” inserters. The Contractor shall also electronically insert statement pages, handle multiple page statements mixed-in with single page statements; handle “No Mail” statements, and “heavies”, or multiple pages that do not fit into a standard # 10 envelope.
- 2.8 Templates** - The Contractor is responsible for storing historical archives of all templates that are printed and mailed. Sample package of all documents currently in production are attached as Exhibit A.
- 2.9 PDFs** - The Contractor shall provide daily a PDF of each document mailed or an acceptable format approved by the Authority.
- 2.10 Software and Database**
- 2.10.1** Software developed by the Contractor and paid for by the Authority remains Authority property. The Contractor shall provide the Authority with working copies of the programs, and the programs shall be turned over to the Authority in working order upon request.
- 2.10.2** Data provided to the Contractor by the Authority is not to be shared, sold, or otherwise used for any purposes other than those specified in the agreement. Databases developed or refined by the Contractor using Authority

data remain the property of the Authority and can only be used with the Authority's authorization and only on the Authority's project.

2.10.3 The Database file, at end of Project, termination of Contract, or other times, shall be turned over to the Authority in total upon request and deleted from the Contractor's computer upon request. The request will be in writing from the Authority's designated Contract Manager.

3.0 E-PASS STATEMENTS

3.1 E-PASS Statement Files - The Contractor shall receive monthly a compressed file containing one XML file per E-PASS account for the statement processing.

3.2 Other requirements

3.2.1 Merge variable data with forms.

3.2.2 Database Maintenance - Provide Database maintenance including merge/purge; append postal zip + 4, destination point bar coding.

3.3 Production

3.3.1 Adapt print format for high speed printing, simplex and duplex formats.

3.3.2 Maintain throughput capability of at least 48,000 multiple page statements per hour with growth on existing equipment of up to 70,000 per distribution hour.

3.3.3 Provide both form and data proofs prior to production, if requested.

4.0 SPECIAL PRINTING and MAILING

The Contractor shall provide special printing and mailing services, as required, to assist the Authority in the preparation and distribution of special notices, newsletters, and other printed materials. All mail pieces shall have "Return Service Requested" printed on the bottom right hand side of the envelope.

4.1 Mailing List - As part of the special services to be provided, the Contractor shall maintain a mailing list of the names and addresses of persons whom mailing are sent.

4.2 Special Printing - Special printing services shall be provided by the Contractor to the Authority on an as-needed basis, and include laser printing of names and

addresses from the mailing list to individual mail pieces; laser printing on heat resistant laser ink letterhead provided by the Authority; or other laser printing of miscellaneous documents. Any folding, inserting, tabbing, sealing, metering or sorting of the special printing shall be paid for by the Authority at the unit prices established in the Contract.

- 4.3 Special Mailing** - Special mailing services shall be provided by the Contractor to the Authority on an as needed basis, and may include folding, inserting, metering, sealing and sorting of other preprinted materials provided by the Authority. The work activities associated with the special mailing services as described herein shall be paid for by the Authority at the unit rates established for the various work activities in the Contract.

5.0 UNIFORM TRAFFIC CITATION (UTC) PROCESS

The Authority will transmit data electronically to the Contractor for printing. The Contractor shall print the UTC with data transmitted. The Contractor shall be capable of accepting images as well as data record files. Currently the Authority sends data via FTP. The Contractor shall support the data transmission method currently used and provide the necessary security procedures.

The scope of work involves receiving and processing Violation Enforcement data in electronic format and processing that data and image into the letter format required by the Authority. The Contractor shall print, insert and mail the UTC in letter form in a Standard window envelope (refer to pricing sheet for requirements) which will also include a return address envelope. The Contractor shall process the UTC document with the next business day of the issuance of the UTC.

- 5.1** The Authority will provide Contractor with a Violator file each day. The file will be compressed and password-protected, tilde delimited text file. The file will be transferred to Contractor via FTP into a secure account area and will identify all violators to whom a UTC should be sent.

Violator file

UTC - Contractor shall merge data, image and UTC text, then print and mail a UTC for each record in the Violator file. The UTC shall be printed on standard paper* with the Authority logo in black and white and mailed in a window envelope*. Contractor shall mail UTCs to violators via first-class mail within 24 hours of receiving the Violator file. (* Refer to pricing sheet for type requirements.)

Transmittal to the Authority - Contractor shall send an electronic notification advising the Authority that data is available. The Contractor shall provide a secure FTP site for Authority to retrieve electronic copies

(PDF) of each UTC and indicate the security provisions in place to protect the Authority's files and data.

6.0 UNPAID TOLL NOTICES (UTN)

The Authority will transmit data electronically to the Contractor for printing. The Contractor shall print the UTN with data transmitted. The Contractor shall be capable of accepting images as well as data record files.

The scope of work involves receiving and processing Violation Enforcement data in electronic format and processing that data and image into the letter format required by the Authority. The Contractor shall print, insert and mail the UTN in letter form in a Standard window envelope which will also include a Standard return address envelope. Letter form shall be perforated above the remittance section of the letter. Unpaid Toll Notices requires an USPS endorsement of "Return Service Requested" on the envelope. Refer to pricing sheet for envelope type requirements.

The Contractor shall process the UTN data and mail the letter, in the required format, within three to five business days, in equal amounts, from the date of receipt and shall be postmarked and delivered to the Post Office no later than the 7th business day of each month. File format and data structure will be provided at time Contract is awarded.

7.0 LETTERS

Contractor shall provide letter printing and mailing services for the Authority. The scope of work involves receiving and processing E-PASS and Violation Enforcement data in electronic format and processing that data and or image into the letter format required by the Authority. The Contractor shall print, insert and mail the letters. Contractor shall work with the Authority on standardizing font type and size (when applicable) for all letters at no additional cost and provide to the Authority a PDF of each letter printed. Letter form shall be perforated above the remittance section for any letter that requires submission.

- 7.1** The Authority will provide a template document of each type of letter from which the Contractor will develop an appropriate master file and format for each letter. Contractor shall merge the letter form file with the data file. This is different for each letter and in some cases includes putting data and/or image into the body of the text of the letter. The Contractor shall print the letters and mail them no later than the next business day from date of file transfer with the exception of the Unpaid Toll Notices which shall be printed and mailed within three to five days, in even amounts, from the date of receipt. All templates including revisions must be reviewed and approved by the Authority. As acknowledgement, the Contractor shall provide a sample of the revised letter for the Authority's records.

The Authority will provide a data file to the Contractor for each batch and type of letters to be processed. The data file will be delimited text file, and will be compressed. The data will be transmitted in a compressed file format to the Contractor using FTP protocol on a daily basis. The print date will not be included as part of the data transferred. The print date shall be supplied by the Contractor.

7.2 Letter Types - The scope of work includes letters for E-PASS and VES. The following letters may be perforated where applicable and are printed and mailed daily, weekly, monthly or as needed.

- Low Battery – Weekly (To be discontinued in 2015)
- Reclaimed Revenue - Daily
- Credit Card Expiration - Monthly
- Auto-Replenishment - Daily
- Inactive Accounts - Monthly
- Image Toll – Monthly
- Final Notice - Monthly

7.3 Paper and Envelope Standards

***Paper**

E-PASS - Standard white paper with a black and white logo.

Expressway Authority - Standard white paper with a black and white logo.

***Envelopes**

E-PASS – Standard envelope, one window on left hand side, with black and white logo and return address.

Expressway Authority - Standard envelope, one window on left hand side, with black and white logo and return address.

Expressway Authority - Standard Return Address envelope.

***Refer to Toll Operations Printing and Mailing Services Pricing Sheet**

The Database file, at end of Project, termination of Contract, or other times, shall be turned over to the Authority in total upon request and deleted from the Contractor's computer upon request. The written request will be sign by the Authority's designated Contract Manager.

7.4 Production

- 7.4.1** Adapt print format for high-speed printing, simplex formats. Maintain throughput capability of at least 4,000 letters per hour with growth on existing equipment of up to 7,000 per distribution hour.
- 7.4.2** Provide both form and data proofs prior to production, if requested.
- 7.4.3** Contractor shall notify the Authority's Contract Manager via electronic mail at the end of each week of all undeliverable letters with bad addresses for proper handling.

8.0 OPERATIONS PLAN

The Contractor shall maintain an Operations Plan that addresses how the services required will be provided. The plan, at a minimum, shall address how the Contractor will perform/provide the required services as well as how the Contractor will assure security of CFX data. The plan shall be submitted to the Authority for review upon request. The plan shall be updated annually and show the personnel, computers, software, printing related equipment, facilities, and other support items needed for completion of the work.

9.0 IN-HOUSE

All printing, mail processing, inserting, sorting, packaging of mail, and affixing of postage shall be handled by the Contractor "in-house" and no part shall be subcontracted. The Contractor's production facilities shall be located within a 35-mile radius of the Authority's Headquarters Building. This requirement is necessary to ensure that if there is a technical problem with the delivery of a time sensitive electronic file, the file can be copied to a compact disk or flash drive and immediately hand delivered to the Contractor's facility. (See 2.2 above) The Authority reserves the right to inspect the Contractor's facilities, at any time, upon 24 hours prior notice to the Contractor.

10.0 CONTINGENCY PLAN

The Contractor shall maintain a Contingency Plan for ensuring continued production if equipment and facility is not functional. The plan shall list all redundant capabilities, e.g., more than one printer, more than one intelligent inserter. The plan shall also address disaster/recovery for fire, flood, hurricane or other damage to production facilities, and utility services failure. Contractor shall inform the Authority if its systems are breached and if CFX data is compromised or accessed without authorization. The Contingency Plan shall be submitted to the Authority for review and approval on the first day of the Contract term and shall be updated and submitted for review and approval annually thereafter on or before the

anniversary date of the Contract. Payment of the Contractor's monthly invoice(s) may be withheld by the Authority until the Contractor's plan has been approved.

11.0 REPORTS

The Contractor shall provide production reports for each component invoiced. These reports shall be formatted in a Microsoft Word and or Excel format, and the Authority shall be given a hard copy and or an electronic copy of each to the respective department(s). The reports shall support the invoice issued by the Contractor and provide detailed and summary data to respective individuals.

- 11.1** Statement Report – Manager, E-PASS & Plaza Operations
Invoices and reports
- 11.2** Uniform Traffic Citations Report – Manager, E-PASS & Plaza Operations
- 11.3** E-PASS and Unpaid Toll Notices Report – Manager, E-PASS & Plaza Operations
- 11.4** E-PASS Letter Report – Manager, E-PASS & Plaza Operations

Print jobs shall be categorized by letter type, date order and submitted weekly. The production reports shall also identify any and all exceptions where a letter failed to print or mail, with an explanation for the exception and is to be transmitted electronically daily.

- 11.5** Postage Report – Manager, E-PASS & Plaza Operations

With submission of invoice, postage report shall identify beginning postage, amount used and monthly ending balance. Also included as part of the report is the daily or monthly USPS postage statement for first class mail that lists the amount of pieces, rate and postage affixed.

- 11.6** Special Requests – Contractor shall assist the Authority as needed for any audit activities conducted by internal/external auditors.

12.0 TRANSMITTAL TO THE AUTHORITY

On the first business day of the month, the Contractor shall electronically send a transmittal to the Authority that lists the amount of all printing for the prior month printed and mailed. Transmittal shall also be electronically mailed to a distribution group at the E-PASS Service Center which will be provided at the beginning of the project.

13.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a formal written agreement from the Authority in accordance with the Contract. Such work shall not be performed or paid for until executed by the Authority and the Contractor.

14.0 DISCLAIMER – NO GUARANTEE

The services outlined herein may be modified from time to time based on the needs of the Authority. The Authority does not guarantee that all of the services described herein will be assigned during the term of the Contract. Further, the Contractor is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other Contractors or Authority staff.


END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#19**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: July 23, 2019


SUBJECT: Ratification of Purchase of Transponders and Approval to Purchase Additional Transponders from TransCore, LP

Board ratification is requested for the purchase of 45,000 sticker transponders in the amount of \$320,400.00 from TransCore, LP. The purchase was authorized by the Executive Director due to the demand.

In addition, Board approval is requested to continue purchasing transponders through June 30, 2022 to ensure adequate supply is on hand, in a not-to-exceed amount of \$8,780,740.00.

The cost of transponders distributed is budgeted in the OM&A Budget.

Reviewed by: 
David Wynne
Director of Toll Operations




**CONSENT AGENDA ITEM
#20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: July 24, 2019

SUBJECT: Approval of Purchase Order to SHI International Corp. for Microsoft Server Operating System Licenses


Board authorization is requested to issue a purchase order to SHI International Corp. in a not-to-exceed amount of \$69,055.80 for the acquisition of Microsoft Server operating system licenses. This price is in accordance with State of Florida Term Contract #43230000-15-02.

The purchase of the server licenses will be used to upgrade Infinity servers to Microsoft Server 2019.

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

Reviewed by: 

Rafael Millan
Director of IT



**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 19, 2019

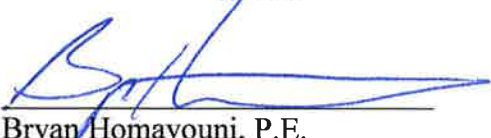
SUBJECT: Approval of Third Contract Renewal with
Kapsch TrafficCom Transportation NA, Inc. for Maintenance of ITS
Infrastructure
Contract No. 001283

Board approval is requested for the third renewal of the referenced contract with Kapsch TrafficCom Transportation NA, Inc. in the amount of \$1,624,998.99 for a one year period beginning October 1, 2019 and ending on September 30, 2020. The original contract was two years with three one-year renewals.

The services to be provided by Kapsch TrafficCom Transportation NA, Inc. under this renewal include maintenance services for CFX's ITS infrastructure and systems including CCTV cameras, data collection sensors, dynamic message signs and fiber optic cable.

Original Contract Amount	\$2,243,699.54
First Renewal	\$1,301,325.93
Supplemental Agreement No. 1	\$ 71,269.96
Supplemental Agreement No. 2	\$ 53,780.00
Second Renewal	\$1,351,779.02
Supplemental Agreement No. 3	\$ 0.00
Third Renewal	<u>\$1,624,998.99</u>
Total	\$6,646,823.44

This amount is budgeted in the OM&A Budget.

Reviewed by: 
Bryan Homayouni, P.E.
Manager of Expressway Operations

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001283**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of August, 2019, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kapsch TrafficCom Transportation NA, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 10, 2015, with a Notice to Proceed date of October 1, 2015, whereby CFX retained the Contractor to provide complete maintenance services for CFX's Infrastructure and systems; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the third renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a third renewal of said Original Agreement beginning the 1st day of October, 2019 and ending the 30th day of September, 2020 at the cost of \$1,624,998.99, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Second Contract Renewal ending September 30, 2019, 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 Contract Renewal ending September 30, 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.

KAPSCH TRAFFICCOM TRANSPORTATION NA

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3**

Contract Name: Maintenance for ITS Infrastructure

Contract No: 001283

This Supplemental Agreement No. 3 entered into this 4th day of October 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and KAPSCH TRAFFICCOM USA, INC, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated September 10, 2015, for Maintenance of ITS Infrastructure, (the Contract”).

CFX desires to expand the scope of services to include additional detour for WWD PM. Detours may be required for ramp closures at the discretion of CFX. If detours are required, a detour plan that is signed and sealed by a FL Professional Engineer shall be provided to the Contractor at least 14 days prior to scheduling the ramp closures. The detour plans at a minimum shall show the locations of all work zone signs, barricades/cones and Portable Changeable Message signs (PCMS) and shall comply with the FDOT Design Standard Index 2015 edition made part of the Contract. PCMS shall be required at all ramp closures and deployed at least 7 days in advance of the closure. CFX has identified the following ramp locations that may require detours to perform preventative maintenance and repairs services on the Wrong Way Driving System:

- SR 408 EB Exit 2 at Good Homes Rd
- SR 408 EB Exit 4 at Hiawasse Rd
- SR 408 EB Exit 5 At Kirkman Rd
- SR 408 EB Exit 8 at John Young Parkway
- SR 408 EB Exit 13 at S. Conway
- SR 408 EB Exit 17 at Chickasaw Trail
- SR 408 EB Exit 19 at Dean Rd
- SR 408 WB Exit 1 at Clarke Rd SR-50
- SR 408 WB Exit 4 at Hiawasse Rd
- SR 408 WB Exit 5 at Kirkman Rd
- SR 408 WB Exit 7 at Old Winter Garden Rd
- SR 408 WB Exit 8 at John Young Parkway
- SR 408 WB Exit 19 at Dean Rd
- SR 414 WB Exit 4 at Marden Rd
- SR 414 WB Exit 6 at Keene Rd
- SR 414 WB Exit 9 at US 441
- SR 417 NB Exit 11 at US 441 (Orange Blossom Trail)
- SR 417 NB Exit 17B at Boggy Creek Rd
- SR 417 NB Exit 23 at Moss Park Rd
- SR 417 NB Exit 24 at Dowden Rd / Innovation Way
- SR 417 NB Exit 34 at SR 50
- SR 417 SB Exit 11 at US 441 (Orange Blossom Trail)
- SR 417 SB Exit 17B at Boggy Creek Rd
- SR 417 SB Exit 23 at Moss Park Rd

- SR 417 SB Exit 24 at Dowden Rd Innovation Way
- SR 417 SB Exit 34 at SR 50
- SR 417 SB Exit 37 at University Blvd
- SR 429 NB Exit 29 at CR 437A
- SR 429 SB Exit 24 at Plant St
- SR 429 SB Exit 29 at CR 437A
- SR 451 NB Exit 33 at Vick Rd
- SR 528 EB Exit 13 at Narcoossee Rd
- SR 528 WB Exit 9 at Tradeport Dr.
- SR 528 WB Exit 13 at Narcoossee Rd

The above list is not intended to be all inclusive and is for purposes of clarifying current WWD System locations where detours are likely to be required. The detour pay items are inclusive of all costs to provide a complete detour for each ramp closure. The pay items shall include all costs associated with providing and deploying Barricades/Cones, Work Zone Signs, Arrow boards, and PCMS in accordance with the approved detour plan. The pay item shall also include as incidental any Administrative costs related to scheduling. Detour Plan development and coordination efforts with pertinent local agencies, D5 RTMC, and toll plaza staff shall be coordinated by CFX representatives. The varying level of detours are itemized within three pay items contingent on the quantity of PCMS and Detour signs required for each ramp closure. Under special circumstances, cancellation of previously scheduled detours may be required. The Detour Cancellation pay item shall include all costs associated with mobilization and demobilization.

Additionally, CFX desires to add provisions to allow for equipment rental on the contract. Under emergency or special circumstances, CFX may require the contractor to provide specified equipment or material outside of any required incidental equipment/materials temporarily for a limited period of time (Rental). At the direction of CFX, the contractor shall provide quotes for the requested material or equipment for approval.

2. Add the following pay items:

- DETOUR 0-10 SIGNS (\$2,702.00)
- DETOUR 11-20 SIGNS (\$2,873.00)
- DETOUR 20+ SIGNS (\$3,267.00)
- DETOUR CANCELLATION (\$1,512.00)

3. The first paragraph of Section 3.1.6 of the Method of Compensations to be replaced with the following:

Payment for Item No. 18, Parts Allowance, will be made to cover the Cost of parts for repairs. Payment includes unloading and handling parts on site, overhead, profit and other expenses applicable. The Authority does not guarantee that the full amount of the allowance will be used for the Contract. *Under emergency or special circumstances, CFX may require the contractor to provide specified equipment or*

material outside of any required incidental equipment/materials temporarily for a limited period of time (Rental). At the direction of CFX, the contractor shall provide quotes for the requested material or equipment for approval. Any amount remaining in the allowance upon completion of the Contract will remain with the Authority. Maximum mark-up for overhead, profit and other expenses shall not exceed 5%. Mark-up shall not include:

4. Off-Duty Officer cost will increase from \$47.32/hr. to \$60.00/hr.
5. Add Item for Administrative Costs associated with Off-Duty Law Enforcement Officer charges passed on from the Federal Highway Patrol (FHP) Invoices. Payment for this item will be made to cover administrative costs and travel time charged by FHP. The contractor shall invoice for the actual charges invoiced by FHP. Allowances for mark-up will not be made for this item. This item will be a Limited Not-to-Exceed amount of \$5,000 for the contract term.
6. The Contractor hereby agrees to the expanded scope of services with no increase in the amount and term of the Contract.
7. CFX and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's waiver of all future rights for additional compensation, with respect to this Supplemental Agreement, which is not already defined herein or in the fee proposal.
8. This Supplemental Agreement No. 3 is necessary to expand the scope of services to provide detours in support of the 2018 Wrong Way Driving Preventative Maintenance cycle.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Maintenance for ITS Infrastructure

Contract No.: 001283

Cost of additional services: \$0.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

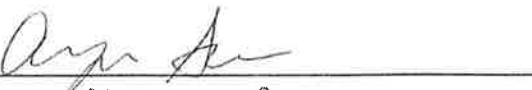
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

KAPSCH TRAFFICCOM USA, INC.

By: 
DANNY TRIGG
Print Name

Title: SF REGIONAL OPERATIONS MANAGER

Witness: 
Chirayu Amin

Date: 10/18/2018

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT No. 2
CONTRACT NO. 001283**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9th day of August 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kapsch TrafficCom Transportation NA, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 10, 2015, with a Notice to Proceed date of October 1, 2015, whereby CFX retained the Contractor to provide complete maintenance services for CFX's Infrastructure and systems; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the second renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 1st day of October 2018 and ending the 30th day of September 2019 at the cost of \$1,351,779.02, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the First Renewal Agreement ending September 30, 2018, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending September 30, 2018.

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

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

CONTRACTOR

BY: 

Authorized Signature

Title: SVP, PMO, DSO

ATTEST:  (SEAL)

Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: 

Director of Procurement

18 SEP 7 AM 2:05

Legal Approval as to Form


General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Maintenance for ITS Infrastructure

Contract No: 001283

This Supplemental Agreement No. 2 entered into this 19th day of June 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and KAPSCH TRAFFICOM TRANSPORTATION NA, INC, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated September 10, 2015, for Maintenance of ITS Infrastructure, (the Contract”).

CFX desires to expand the scope of services to include additional detour for Wrong Way Detection system (WWD) preventative maintenance (PM). Detours may be required for ramp closures at the discretion of CFX. If detours are required, the contractor shall submit a detour plan that is signed and sealed by a FL Professional Engineer for review and approval at least 14 days prior to scheduling the ramp closures. The detour plans at a minimum shall show the locations of all work zone signs, barricades/cones and Portable Changeable Message signs (PCMS) and shall comply with the FDOT Design Standard Index 2015 edition made part of the Contract. PCMS shall be required at all ramp closures and deployed at least 7 days in advance of the closure. CFX has identified the following ramp locations that may require detours to perform preventative maintenance and repairs services on the Wrong Way Driving System:

- SR 408 EB Exit 2 at Good Homes Rd
- SR 408 EB Exit 4 at Hiawasse Rd
- SR 408 EB Exit 5 At Kirkman Rd
- SR 408 EB Exit 8 at John Young Parkway
- SR 408 EB Exit 13 at S. Conway
- SR 408 EB Exit 17 at Chickasaw Trail
- SR 408 EB Exit 19 at Dean Rd
- SR 408 WB Exit 1 at Clarke Rd SR-50
- SR 408 WB Exit 4 at Hiawasse Rd
- SR 408 WB Exit 5 at Kirkman Rd
- SR 408 WB Exit 7 at Old Winter Garden Rd
- SR 408 WB Exit 8 at John Young Parkway
- SR 408 WB Exit 19 at Dean Rd
- SR 414 WB Exit 4 at Marden Rd
- SR 414 WB Exit 6 at Keene Rd
- SR 414 WB Exit 9 at US 441
- SR 417 NB Exit 11 at US 441 (Orange Blossom Trail)
- SR 417 NB Exit 17B at Boggy Creek Rd
- SR 417 NB Exit 23 at Moss Park Rd
- SR 417 NB Exit 24 at Dowden Rd / Innovation Way
- SR 417 NB Exit 34 at SR 50
- SR 417 SB Exit 11 at US 441 (Orange Blossom Trail)

- SR 417 SB Exit 17B at Boggy Creek Rd
- SR 417 SB Exit 23 at Moss Park Rd
- SR 417 SB Exit 24 at Dowden Rd Innovation Way
- SR 417 SB Exit 34 at SR 50
- SR 417 SB Exit 37 at University Blvd
- SR 429 NB Exit 29 at CR 437A
- SR 429 SB Exit 24 at Plant St
- SR 429 SB Exit 29 at CR 437A
- SR 451 NB Exit 33 at Vick Rd • SR 528 EB Exit 13 at Narcoossee Rd
- SR 528 WB Exit 9 at Tradeport Dr.
- SR 528 WB Exit 13 at Narcoossee Rd

The detour pay item is inclusive of all costs to provide a complete detour for each ramp closure. The pay item shall include all costs associated with providing and deploying Barricades/Cones, Work Zone Signs, Arrow boards, and PCMS in accordance with the approved detour plan. The pay item shall also include as incidental any costs associated with Administrative, Detour Plan development and coordination efforts with pertinent local agencies, D5 RTMC, and toll plaza staff.

1. The Contractor hereby agrees to the expanded scope of services in the amount of \$53,780.00 with no increase in the amount and term of the Contract.
2. CFX and Contractor agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's waiver of all future rights for additional compensation, with respect to this Supplemental Agreement, which is not already defined herein or in the fee proposal.
3. This Supplemental Agreement No. 2 is necessary to expand the scope of services to provide detours in support of one (1) 2018 Wrong Way Driving (WWD) Preventative Maintenance (PM) cycle with the locations outlined above.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Maintenance for ITS Infrastructure

Contract No.: 001283

Cost of additional services: \$53,780.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 

Director of Procurement


KAPSCH TRAFFICOM. TRANSPORTATION NA, INC.

By: 

Steve Corbin


Print Name

Title: Vice President and General Manager

Witness: 

Date: 06/20/2018

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1**

Contract Name: Maintenance for ITS Infrastructure

Contract No: 001283

This Supplemental Agreement No. 1 entered into this 2nd day of August, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and KAPSCH TRAFFICOM TRANSPORTATION NA, INC, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated September 10, 2015, for Maintenance of ITS Infrastructure, (the Contract”).

- 1. CFX desires to expand the scope of services to include automating the Lake Underhill Bridge Lighting as detailed in the attached Proposal.**
- 2. The Contractor hereby agrees to the expanded scope of services in the amount of \$71,269.96 with no increase in the amount and term of the Contract.**
- 3. CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract 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, with respect to this Supplemental Agreement, which is not already defined herein or in the fee proposal.**
- 4. This Supplemental Agreement No. 1 is necessary to expand the scope of services to provide for the Lake Underhill Bridge Lighting as detailed in the attached Proposal.**

SUPPLEMENTAL AGREEMENT NO. 1


Contract Name: Maintenance for ITS Infrastructure

Contract No.: 001283

Cost of additional services: \$71,269.96

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 


for Director of Procurement

KAPSCH TRAFFICCOM. TRANSPORTATION NA, INC.

By: Steven Corbin

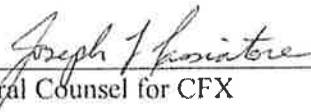
Steven Corbin
Print Name

Title: Vice President and General Manager

Witness: 

Date: November 7, 2017

Approved as to form and execution, only.



General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001283**

'17 AUG 23 AM 10:35

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of July, 2017, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Kapsch TrafficCom Transportation NA, herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 10, 2015, with a Notice to Proceed date of October 1, 2015, whereby CFX retained the Contractor to provide complete maintenance services for CFX's Infrastructure and systems; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the first renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of October, 2017 and ending the 30th day of September, 2018 at the cost of \$1,301,325.93, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending September 30, 2017, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending September 30, 2017.

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

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

CONTRACTOR

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

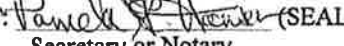
BY: 

BY: 

Authorized Signature

Director of Procurement

Title: President + CEO CFX


ATTEST:  (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form


General Counsel for CFX



**ASSIGNMENT AND ASSUMPTION
OF
CONTRACTUAL OBLIGATIONS**

WHEREAS, on September 10, 2015, the Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as the "CFX", and Schneider Electric Mobility NA, Inc., a Michigan Corporation ("the Contractor"), entered into an Agreement, ("the Agreement") whereby the Contractor would provide certain services specifically, maintenance services for CFX's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on April 11, 2016 Kapsch TrafficCom Transportation NA, Inc. has completed the acquisition of Schneider Electric Mobility NA, Inc., the Contractor. **WHEREAS**, such change necessitates an assignment and assumption of contractual obligations from the Contractor to Kapsch TrafficCom Transportation NA, Inc. ("the Assignee");

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Contractor does hereby transfer and assign to the Assignee all of the Contractor's right, title and interest in and to the Agreement, and Assignee does hereby accept such assignment and does hereby assume all rights and obligations under the Agreement and does agree to be bound thereby.

IN WITNESS WHEREOF, the Contractor and Assignee have caused these presents to be executed by their duly authorized officers this 2nd day of November, 2016.

(Seal)

CONTRACTOR: _____

ATTEST:

Dona Chea 

BY 
Signature

Alfred Escobar, President
Name and Title

(Seal)

ASSIGNEE: _____

ATTEST:

Pam Hansen 


BY Michael Hoyer
Signature

President CFO
Name and Title

CONSENT TO ABOVE AND FOREGOING ASSIGNMENT
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY 
Signature

Aneth Williams, Director of Procurement

11-07-2016
Date

IN WITNESS WHEREOF, the Contractor and Assignee have caused these presents to be executed by their duly authorized officers this _____ day of _____, 2016.

(Seal) CONTRACTOR: _____

ATTEST: BY _____
Signature

Name and Title

(Seal) ASSIGNEE: _____

ATTEST: BY _____
Signature

Name and Title

CONSENT TO ABOVE AND FOREGOING ASSIGNMENT
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY _____
Signature

Aneth Williams, Director of Procurement

Date

REVIEWED AND APPROVED
BY CFX LEGAL
Joseph J. Hamatou

9/20/16

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Bryan Homayouni
Manager of Traffic Operations

August 29, 2016

**Re: Kapsch Acquisition of Schneider Electric Transportation
Kapsch TrafficCom Transportation NA, Inc. (f/k/a Schneider Electric Mobility NA, Inc.)**

Dear Sirs,

We are pleased to inform you that as reported by the Press Release of April 4, 2016 Kapsch TrafficCom AG has completed the acquisition of the world-wide Transportation division of Schneider Electric.

https://www.kapsch.net/ktc/investor_relations/announcements/pressreleases/ktc_160404_pr

Subsequent to this acquisition, as of April 11, 2016 the name of Schneider Electric Mobility NA, Inc. has been changed in its State of Incorporation (Michigan) to Kapsch TrafficCom Transportation NA, Inc. (the "Company") maintaining the same FEIN #20-5601437. Copies of the Amendment to the Article of Incorporation are attached, along with the new W-9 for the Company. Please amend your records accordingly for Contract No. 001113.

This acquisition does not involve any change on the employees working for Kapsch TrafficCom Transportation NA, Inc. nor does it involve any change to the existing principle offices and operations of the US based ITS and Tolling transportation groups.

If you have any legal questions regarding this notice, please contact Deborah A. Wiebe, Legal Counsel, at deborah.wiebe@kapsch.net or 713.689.9235. For all other questions please contact <VP name and contact info>.

Sincerely,
Kapsch TrafficCom Transportation NA, Inc.



Deborah A. Wiebe
Legal Counsel, Assistant Corporate Secretary

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received	APR 11 2016	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name		
Goldberg Kohn Ltd.		
Address		
55 E. Monroe Street, Suite 3300		
City	State	ZIP Code
Chicago, IL		60603

FILED

APR 11 2016

ADMINISTRATOR
CORPORATIONS DIVISION

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION
For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:	
SCHNEIDER ELECTRIC MOBILITY NA, INC.	
2. The identification number assigned by the Bureau is:	00015W

3. Article <u> 1 </u> of the Articles of Incorporation is hereby amended to read as follows:	
The name of the Corporation is Kapsch TrafficCom Transportation NA, Inc.	
Article IV of the Articles of Incorporation is hereby amended to read as follows:	
The address of the registered office is: 30600 Telegraph Road, Suite 2345, Bingham Farms, MI 48025-5720	
The name of the registered agent at the registered office is: The Corporation Company	

\$1110.00 cc.indk 2139.27

State of Florida

Department of State

I certify from the records of this office that KAPSCH TRAFFICOM TRANSPORTATION NA, INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on September 13, 2011.

The document number of this corporation is F11000003672.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 25, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of April,
2016*



Ken DeJoy
Secretary of State

Tracking Number: CU9325145192

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

November 2, 2016

Aneth O. Williams
Central Florida Expressway Authority
4974 Orl Tower Road
Orlando, Florida 32807

RE: Assignment and Assumption of Contractual Obligations from Schneider Electric Mobility
NA, Inc. to Kapsch TrafficCom Transportation NA, Inc. Contract No. 001260

Dear Aneth:

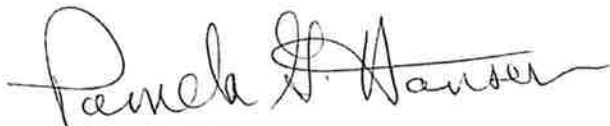
Sent on behalf of Deborah Wiebe.

Per your letter to Ms. Wiebe dated October 13, 2016, we are returning two copies of the referenced contract to your attention. Both copies have been signed by our President, Alfredo Escriba and Michael Hofer our CFO.

Once executed by CFX, please forward one copy to Deborah as well as the original Bond.

If you have any questions, please do not hesitate to contact me.

Thank you.



Pamela G. Hansen
Executive Assistant

cc: Deborah Wiebe

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
SCHNEIDER ELECTRIC MOBILITY NA, INC.**

MAINTENANCE OF ITS INFRASTRUCTURE

CONTRACT NO. 001113

**CONTRACT DATE: SEPTEMBER 10, 2015
CONTRACT AMOUNT: \$2,243,699.54**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL, PERFORMANCE BOND, AND FORMS**

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SEPTEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Attached compact disk contains the following and are incorporated herein

Appendices to Scope of Services

- Appendix A – Line Monitoring System Map
- Appendix B – CCTV Locations
- Appendix C – DCS Locations
- Appendix D – TMS Map
- Appendix E – DMS Map
- Appendix F – Wrong Way Driving System Map
- Appendix G – Current Technical Special Provisions
- Appendix H – Authority Furnished Spare Parts
- Appendix I – Contractor Security Policy and Guidelines Handbook
- Appendix J – Daily Device Checklist - Electronic
- Appendix K – Work Order Template
- Appendix L – Stand Alone Test Procedure

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 10th day of September, 2015, between the CENTRAL FLORIDA AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SCHNEIDER ELECTRIC MOBILITY NA, INC., hereinafter the CONTRACTOR:

WITNESSETH:

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

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about June 29, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONTRACTOR, and
- 1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be two (2) years from the date first written above. There shall be three (3) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial two-year Contract Term and any subsequent renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the two-year Contract term is \$2,243,699.54.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR'S invoices, and shall be in a form reasonably acceptable to AUTHORITY.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. All surety bonds shall be in a form and issued by a surety company approved by AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis;

6.6 **Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

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

AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the "Key Personnel" and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation

CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY'S ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY'S registered trademark name for the AUTHORITY'S electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY'S sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its

employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the AUTHORITY's use of the CONTRACTOR Property or any license granted to AUTHORITY for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by AUTHORITY, CONTRACTOR, or a third party; **or**

12.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates

of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

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

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including,

but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees

and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

“Attorneys’ fees” shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys’ CONTRACTOR’s, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys’ fees and costs.

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

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

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 10, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

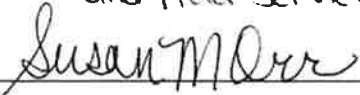
Print Name: Claude Miller

SCHNEIDER ELECTRIC MOBILITY NA, INC.

By: 

Print Name: Alfredo Escriba Gallego / Steve Haddix

Title: President / Vice President, Professional and Field Services

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for the AUTHORITY

SCOPE OF SERVICES

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1.0 INTRODUCTION

The Central Florida Expressway Authority, hereinafter referred to as the "Authority," requires the maintenance services of a qualified firm, hereinafter referred to as the "Contractor," to ensure the operation of the Authority's Intelligent Transportation System (ITS), hereinafter referred to as the "System."

1.1 Overview of Scope Items

The scope of this project will be for the Contractor to provide preventive maintenance and repair services of all the Authority's current and future ITS infrastructure and systems including:

- Closed Circuit Television (CCTV) cameras (Current Total – 178)
- Data Collection Sensors (DCS) (Current Total – 163)
- The complete Line Management System (LMS)
- Fiber optic Device Drop Cable and Feeder Cable
- Portable Highway Advisory Radio (HAR) (Current Total – 1)
- Front Access LED Dynamic Message Signs (DMS) (Current Total – 60)
- Walk-In LED Dynamic Message Signs (DMS) (Current Total – 42)
- All electronic system components associated with the ITS devices (encoders, transceivers, terminal servers, switches, etc.)
- All FON locates necessary to perform the work required by this Scope of Services.
- Traffic Monitoring Station system (Approximately – 408)
- Video Wall Maintenance Services including preventive maintenance, diagnostic and repair services
- Wrong Way Driving Detection System (Current total -5)
- Maintain all existing ITS Cabinets on the system (307) and all subsequent cabinets that are added to the system.

Coordination with the Florida Department of Transportations (FDOT) I-4 Ultimate Concessionaires and the FDOT Contractor, Traffic Control Devices (TCD) which shall be involved with maintenance on the Authority's fiber optic network (FON) on SR 408 between John Young Parkway and Bumby Ave.

- Proficiency in the use of the Authority's ITS network management software (What's Up Gold) and the Authority's FON documentation software (OSP Insight), which is needed to support daily maintenance and troubleshooting of the ITS system.

- Field collection of GIS location information for use in the Authority's OSPInsight locate and asset management system.
- Additional services as directed by the Director of Expressway Operations.

All services described in the Scope of Services shall cover all existing and future ITS infrastructure deployed during the term of this agreement. This is a performance-based contract where the Contractor's compliance with this Scope of Services is evaluated periodically during the term of the Contract.

1.2 Authority Observed Holidays

The following holidays are observed by the Authority. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the following day
- Christmas Day

1.3 Business Hours

- *Central Florida Expressway Authority business office: 8:00 A.M. through 5:00 P.M., Monday through Friday.*
- *Florida Department of Transportation (FDOT) District 5 Regional Traffic Management Center (D5 RTMC): twenty four (24) hours per day, seven (7) days a week, three hundred and sixty five (365) days a year.*

2.0 MAINTENANCE SERVICES

Maintenance services shall be furnished for all elements deployed and or formally accepted by the Authority and specifically identified as a Contract maintenance item. The maintenance services described herein are intended to include all existing and proposed ITS devices, exclusive of the backbone fiber optic cable.

2.1 General Service Requirements

General requirements for all services include:

- The Contractor shall coordinate all work with the Authority's Director of Expressway Operations, or his designated representative. The Contractor shall comply with all physical security and network security policies of the Authority and shall perform a background check on all maintenance staff associated with this project to assure they have no criminal background. The Contractor's maintenance staff shall wear clearly visible photo identification badges (format and content approved by the Authority) so as to be easily identified by the Authority's staff. The Contractor shall also provide the Authority with a list of employees who will require access to any Authority facilities, and update the list immediately upon any change.

- The Contractor will be provided access keys to locks on equipment cabinets associated with the project. The Contractor shall not reproduce keys and shall return all keys to the Authority upon termination of the Contract. The Contractor's supervision shall take actions necessary to assure that its maintenance technicians re-lock equipment cabinets after conducting any activity. If the Contractor is found responsible for leaving a cabinet or communications hub unlocked, the Contractor shall be subject to a \$500.00 penalty per occurrence, which will be deducted from the Contractor's monthly invoice. Technicians found responsible for leaving a cabinet or communications hub unlocked on more than one occasion within 365 day period shall be subject to a 90-day suspension from the contract.
- The Contractor shall ensure that sufficient staff is available to provide the services described in this Scope of Services. An employee roster stating name, rank and percentage of time on the job shall be submitted for Authority approval. This roster shall be updated monthly and submitted at the bi-weekly maintenance meeting. Any deviation from this roster shall be immediately brought to the attention of the Authority. It is the Authority's intention to have a properly manned staff at all times for its ITS system.
- The Contractor shall be familiar with roadway and utility construction practices common in the Central Florida area.
- The Contractor shall be responsible for managing all equipment damaged by vehicles, storms or other acts of God. This includes all tracking, photos, coordination with CFX insurance recoup procedures and follow through till completion of all Authority insurance claims recoup. A spreadsheet shall be provided at each bi-weekly progress meeting stating the status of any and all open insurance claims.
- The Contractor shall follow Occupational Safety and Health Administration (OSHA) Confined Space Entry rules and regulations.
- Any maintenance personnel found not complying with applicable OSHA or other Authority safety requirements shall be subject to immediate termination from the Contract. The Authority maintains a zero tolerance policy with regards to safety violations. Such violations include, but are not limited to:
 1. Failure to wear a proper Class 3 safety vest, OSHA required personal protective equipment when working anywhere on the Authority's expressway system
 2. Failure to have a minimum of two (2) workers to operate a bucket truck at any given time
 3. Failure to properly use an OSHA approved safety harness, hardhat, and safety vest while performing work in a bucket truck.
 4. Failure to establish proper Maintenance of Traffic (MOT) while working on the expressway.
 5. Working (or booming) over lanes of active traffic in a bucket truck.
 6. Performing U-Turns on the expressway's system, either across the grass median or by way of emergency crossovers, is strictly prohibited.

If the Contactor is proven to have committed any of the above policy infractions, the Contactor shall be subject to a \$1000.00 penalty per infraction and the technician(s) who committed the infraction shall be subject to termination from the Contract.

All maintenance personnel shall meet the certification requirements enumerated in Section 600 – Required Contractor Certifications. It is the responsibility of the Contractor to provide the Authority with complete documentation of technician certification within 90 days of Notice to Proceed. All employees listed on the CFX service roster shall meet this requirement. The Authority utilizes the What's Up Gold Network Monitoring System. All network technicians within the first 90 days following Notice to Proceed shall take the What's Up Gold and Plug-Ins Training Course. Proof of completion shall be provided to the Authority. Any additional employees approved and added to the service roster shall have 90 days from their first day of work on the Authority's system to provide documentation of certification. The Contractor shall be subject to a \$500.00 penalty per technician per day for technicians who perform work on the Authority's system without certification as described above. This penalty shall be deducted from the Contractor's monthly invoice.

The Contractor shall ensure properly certified technicians are available at all times to provide maintenance services 24 hours a day, 7 days a week, 365 days a year throughout the life of this contract.

- Additionally, level of repair (black box replacement, circuit card replacement, etc.) and training shall be identified on the certification. Certification shall also state that repair of manufacturer's equipment at the level authorized on the certification will not breach any warranty still in effect related to the product. Where the Contractor's maintenance technician does not have certification for maintenance from the equipment manufacturer and the warranty is voided by his maintenance activity, the Contractor will be responsible for the cost to furnish and install any equipment with voided warranties.
- The Contractor's maintenance technician shall be certified in the use of appropriate test equipment, troubleshooting and diagnostic procedures and appropriate techniques in disconnecting power and signal connectors related to failed electronics replacement. The technician shall re-install electronics, appropriately interconnecting connectors, replacing any strain relief devices disconnected and shall use manufacturer's recommended procedures in restarting electronics. Where any cable labels/tags have been damaged, the technician shall replace the cable identification. The Contractor's technician shall leave the repair area neat with cables properly arranged in an organized manner.
- The Contractor's maintenance technician shall follow all rules of safety as related to humans and equipment safety. Where any grounding problem is detected, the technician shall immediately notify the Authority who will conduct an engineering analysis and execute corrective action. Detection of grounding problems includes visible indication as well as indication that there are voltage differences between chassis/front panels/equipment cases causing a potential safety hazard to personnel and equipment. National Electric Code requires all chassis/cases/front panels/racks/cabinets be a common ground potential.
- Where the Contractor's technician detects over-temperature conditions for equipment's environmental specifications within an equipment area and has verified that all cabinet and equipment unit cooling provisions are properly functioning, the Contractor shall notify the Authority of the environmental compatibility problem and recommend corrective action.
- The Contractor shall maintain records of equipment failures and specific component that failed (to the board level if possible and by equipment make/model/serial number), as well as information on the corrective action, including date/time for items with replacement cost above \$500.00 or that are

considered to be primary system components. Examples of these items would include DMS controllers, RF/reader modules, field switches, CCTV cameras, DMS power supplies, etc. The Contractor shall periodically analyze failure statistics to determine the failure rate of devices by location and system wide. Should a specific electronic unit have a high failure rate, the Authority shall be notified. Failure rate statistics shall be provided to the Authority on a Quarterly basis at a minimum. All failed or bad equipment shall be inventoried and either returned for repair or set aside to be properly disposed of.

- The Authority may elect to provide an owner-furnished asset management system software. The Contractor shall be responsible for maintaining all records, providing information and updating inventory documentation as well as populating the data base, creating work orders, inputting new devices, managing existing devices and keeping all CFX ITS assets up to date. The owner-furnished asset management system software shall be used to document response and repair times. The Contractor shall utilize the owner-furnished asset management system to keep records of all maintenance activity including but not limited to; date/time, location, equipment type/serial number, cause of failure, corrective (or preventive) action taken, assigned technician conducting maintenance activity, and disposition of the removed material. The maintenance records shall be provided to the Authority at the time of monthly billing and be traceable back to the work orders thru the owner-furnished asset management system. These records shall be delivered electronically in an approved spreadsheet file as well as a printed custom report format subject to Authority approval. Other requirements of the Contractor shall be to manage all inventory with a tagging system provided by the owner-furnished asset management system software so the owner has pinpoint location of all CFX devices at all times. This includes inventory sent back for repair as well. Upon deployment of the owner-furnished asset management system software, the Contractor shall begin tagging all inventory and complete tagging within one preventative maintenance cycle or ninety (90) days. Individual technicians handling inventory shall be equipped with an Contractor provided owner-furnished asset management system compatible device such as a smart phone to accurately control movement of all inventory throughout the Authority's system and for all return authorizations until the device is decommissioned and/or replaced with a new device. The Contractor shall have all work vehicles equipped with a GPS device so the vehicle and/or the technician can be tracked during all business hours. This tracking shall be visible via an owner-furnished asset management system software system map posted 24 hours a day, 7 days a week on the Authority's Control Room wall display. The owner-furnished asset management system software contains a timestamp that shall track all system device status and outages so the Contractor is held responsible to repair device(s) in a time agreed to in this Scope of Services. In the event any section of CFX roadway is under construction and/or under the responsibility of another Contractor, the owner-furnished asset management system software is capable of managing work orders and providing emails to a secondary party during the contract time as set forth by the Authority. The Authority shall have the right at any given time to override the owner-furnished asset management system software system and dispatch emergency repair services by the primary maintenance Contractor if it is in the best interest of the Authority and its customers.
- The Contractor shall maintain a device warranty inventory for equipment with a replacement cost above \$1000.00. The Contractor shall keep records of all warranty periods including expiration date, location, equipment type/serial number, and disposition of the removed material after warranty expires. The warranty inventory shall be provided to the Authority at the time of monthly billing and be traceable back to the work orders. It is the Contractor's responsibility to coordinate with the manufacturer to obtain the latest information regarding the warranty status of the inventory. These records shall be delivered electronically in a Microsoft Excel spreadsheet file as well as a printed custom report format subject to Authority approval.

- It is the responsibility of the Contractor to notify the Authority if vendor turnaround times for repairs are greater than 30 calendar days.
- The Contractor shall coordinate with any other Contractor which may be responsible for other elements of the System, related to ITS device operations (such as the Gigabit Ethernet backbone other communications network elements). The Contractor shall be pro-active and take initiative to solve network related issues within their scope of expertise.
- The Contractor's management shall provide 24-hour, 7 days a week management supervision over all assigned maintenance activities and shall provide quality assurance for all maintenance activity conducted by its staff. The project manager or his delegated technician shall return a phone call or email from the Authority or their designated personnel within 30 minutes during normal hours and 60 minutes during nights, weekends, and holidays. The Contractor shall be subject to a penalty of \$100.00 for each quarter hour period beyond the call-back timeframes listed above.
- The Contractor shall repair and troubleshoot equipment as needed, however if a specific location proves troublesome with reoccurring issues, the Contractor shall not re-bill the Authority to re-troubleshoot the same location within a 30 day period.
- The Contractor shall provide a single points of contact for the project manager and their senior level manager including name, address, email address, and telephone numbers for each contact (including cellular for 24 hour per day access). The Contractor shall not change this contact without prior notification of the Authority.
- The Contractor shall return to the Authority all materials removed from the system which are no longer considered to be repairable. The Contractor shall attach a note stating the reason that the material is considered to be un-repairable along with the estimated cost of the material. The Contractor shall obtain a receipt from the Authority's representative receiving the material and shall maintain records of the transfer.
- The Contractor shall maintain accurate records of all maintenance activity and correspondence with the Authority. These records shall include documentation on any quality inspections made by the Contractor's quality assurance representative. All records related to this project shall be made available to the Authority upon request.
- The Contractor's project manager shall attend bi-monthly progress meetings with the Authority to discuss project activities, confirm the staffing roster, review quality of service and any required improvement in quality of service deemed necessary by the Authority. The Contractor shall provide an agenda and document meeting minutes and submit them for approval to the Authority. Additionally, the Contractor shall provide an updated action items spreadsheet at each progress meeting for tracking of outstanding tasks and issues.
- The Authority may direct the Contractor to attend construction meetings that involve fiber work that affects feeder cable and ITS devices.
- If requested by the Authority, the Contractor shall attend ITS Construction Kick Off or Pre-Construction Meetings to become familiar with the scope of the project and exchange contact information.
- All work performed by the Contractor is subject to review and acceptance by the Authority's Director of Expressway Operations or his designated representative. Occasionally, overtime may be needed for emergency work to resolve device, power or network issues. Overtime shall be

limited and used only when completely necessary. Overtime shall not be used to make up for an under staffed condition unless prior approval is given in writing by the Authority. All overtime shall be subject to Authority approval and discretion.

- From time to time, the Contractor will be required to install manufacturer recommended software and firmware updates and patches to all command and control servers, serial access servers, stand-alone controllers (e.g., DMS controllers), integrated controllers (e.g., command control receivers in cameras), and electronic or programmable components described in this Scope of Services. The Contractor shall monitor manufacturer bulletins regarding updates at least on a quarterly basis. It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform these services. Software development will not be required.
- The Contractor shall provide software configuration and system administration changes as requested by the Authority for the systems described in this Scope of Services. Examples of potential changes include modifying a user's permissions/priority level, adding new users, adding new DMS messages to pre-programmed libraries, updating user interface maps to reflect modifications to device locations such as portable DMS, changing alarm notification settings, camera preset and text overlay settings, programming TMS for speed, volume and classification, and creating camera touring scripts. Other system changes include adjusting the cameras and radars of the TAPCO Wrong Way driving system (see Appendix F for system locations), managing and updating What's Up Gold system management software and updating editing the OSP Insight GIS asset documentation system. It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform these services. It shall be the responsibility of the Contractor to become fully knowledgeable and proficient in use of all Authority software network monitoring equipment prior to notice to proceed. Software development will not be required.
- The Contractor shall be responsible for maintaining all Authority owned power services required to supply power to the systems described in this Scope of Services, including but not limited to the repair of electrical pull boxes, electrical service wire, electrical conduit (above or below ground), transformers, disconnects, wiring terminals, fuses, and breakers. All power services shall be checked per preventive maintenance schedule and shall be replaced if necessary. All grounding shall be installed and maintained per NEC and Authority grounding standards.
- The Contractor shall be responsible for the repair and replacement of all Surge Protection Devices (SPD) devices present as part of the systems described in the Scope of Services. All SPDs shall be properly grounded to the cabinet bus bar, which in turn shall be properly grounded to the cabinet single point earth ground.
- In the event that equipment for two devices is co-located in a single field cabinet (e.g. field equipment for a CCTV camera site co-located with a DCS site) the Contractor shall follow the stricter preventive maintenance schedule for all shared equipment at that site.
- All cabinets shall be clearly marked with a milepost location label both front and back. It shall be the responsibility to complete a total ITS cabinet inventory and label all cabinets within the first 90 days of Notice to Proceed. Milepost locations are broken down in 10ths of a mile and run west to east and south to north.
- The Authority is underway implementing a system wide ITS cabinet standardization process. Currently two hundred and twenty-five (225) of the systems estimated three hundred and ten (310) ITS 336S and 334 type cabinets have been converted to a standardized configuration. The Authority

may elect to task the Contractor to convert the remaining eighty-five (85) ITS 336S and 334 cabinets over to the new design standard within the contract period. This shall include installation of Panduit brand or Authority approved equivalent cable management system. Also new standard color coding of insulated Cat5E cables shall be implemented per the Authority's network wiring diagram. Work shall commence at the discretion of the Authority and shall be compensated as time and materials using rates established in the Method of Compensation.

- The Contractor shall coordinate and respond to device issues reported by the FDOT District Five Regional Traffic Management Center (RTMC). RTMC Operators utilize the Authority's Cameras, DMS, and other ITS subsystems. The Operators utilize a email system to notify the Authority and Contractor of device issues. The Contractor shall respond to RTMC email messages 24 hours per day, seven days a week. The procedure for responding to RTMC email messages is as follows:
 1. When a email message regarding a CFX ITS issue is received, the Contractor shall immediately contact the RTMC for a description of the problem. At that time, the Contractor shall request the operator to broadcast an email message notification that that Contractor is responding to the issue.
 2. After the repair is complete, the Contractor shall contact the RTMC immediately to verify the issue has been resolved. If the repair is successful, the Contractor shall request the RTMC operator to send an email message indicating that the issue has been resolved.

2.2 Concurrent Major Construction Contracts

The Authority reserves the right to add or subtract ITS equipment from the scope of services, as deemed necessary. The Contractor shall provide maintenance services for said equipment at the labor and material rates established in the Method of Compensation. Examples of the addition or subtraction of equipment could include:

- Addition of new devices deployed as part of the Wekiva Parkway project, or other system expansion projects.
- Subtraction of devices to be maintained by others, including those maintained by the I-4 Ultimate project or other CFX construction project as directed by the Authority.

3.0 MAINTENANCE AND REPAIR WORK

Except for emergency maintenance work directed by the Authority, no ramp closures, lane closures, or work that impacts the flow of vehicular traffic will be permitted on the following holidays unless the Contractor submits a written request to work at least ten days in advance of the requested date and receives written approval from the Authority:

- Memorial Day and the Saturday and Sunday immediately preceding Memorial Day;
- Independence Day;
- Labor Day and the Friday, Saturday, and Sunday immediately preceding Labor Day;
- Thanksgiving Day and the Friday, Saturday and Sunday immediately following Thanksgiving Day
- December 24 through January 2, inclusive.

During these periods, the Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly

meet the maintenance of traffic requirements. The only exception will be in the event of a civil or weather emergency, in which the Contractor shall be notified and placed on standby.

3.1 Emergency Maintenance Work – Four (4) Hour Response and Repair

Emergency maintenance work will typically be required when a device or component of the device results in the failure of critical system elements, or at the Authority's discretion. Examples of critical failures include multiple device failures, a Walk-in DMS failure, and subsystem failures. Contractor shall provide an on-call point of contact at all times (24 hours per day, 7 days per week). Emergency work will be required all hours, Monday through Sunday, including Holidays. The Contractor shall arrive on site within two (2) hours of notification of an emergency. Emergency work shall be completed by the Contractor within two (2) hours of the technician arriving on-site. If the repair time is expected to exceed this time, the Contractor shall notify the Authority immediately. The Contractor shall notify the Authority when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required emergency maintenance response and repair time, the Contractor shall be subject to a penalty of \$250.00 per hour for each hour or fraction thereof that exceeds the 4-hour maximum response and repair time.

3.2 Non-Emergency Maintenance Work – Twenty-four (24) Hour Response and Repair

Non-emergency maintenance work will typically be required when a device or component of the device has failed and must be repaired in order for the system to function as expected, or at the Authority's discretion. Non-emergency work will be required between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Non-emergency work shall be completed by the Contractor within 24 hours after notification by the Authority or from the issuance of the daily checklist. If the repair time is expected to exceed this time, the Contractor shall notify the Authority immediately. The Contractor shall notify the Authority when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required maintenance response and repair time, the Contractor shall be subject to a penalty of \$100.00 per hour for each hour or fraction thereof that exceeds the 24-hour maximum response and repair time.

3.3 ITS System Monitoring

The Contractor shall perform daily on-site ITS system monitoring as part of its preventive maintenance services. This shall involve a once-daily check each weekday morning by the Contractor from CFX Headquarters confirming the operational status of every CCTV, DCS, TMS, Front Access DMS, Walk-In DMS, and portable HAR that is covered under preventive maintenance services at that particular time. Should issues be noticed with any device, the Contractor shall immediately notify the Authority. Items that should be checked daily include (but are not limited to):

- Quality of video from each CCTV camera
- PTZ of each CCTV camera
- Alarm codes from each front access and walk-in DMS
- Status of DCS sites
- Independent confirmation that each walk-in DMS is displaying the message indicated by the DMS control software
- Status of all Wavetronix TMS readers
- Status of all front access DMS
- Status of portable HAR unit

The Authority may add additional items to the checklist as deemed appropriate by the Director of Expressway Operations. An example daily device checklist is provided in Appendix J. The daily device checklist shall be submitted to the Director of Expressway Operations and distributed via email to construction project managers and other specified parties (provided by the Authority) on a daily basis each weekday morning. The checklist shall be submitted to the Authority no later than 8:00 AM each weekday morning. At the end of the business day, the contractor shall provide a status update of each location identified during the morning check. The Contractor shall notify the Authority if device issues are discovered at locations that are under the responsibility of construction projects. The Contractor shall coordinate repairs within construction project limits with the Authority and construction project managers. The Contractor shall also store the Daily Device Checklist on the Control Room Computer "shared drive" folder under "Daily Device Checklist". This folder shall be organized by week, month and year for easy reference.

3.4 Work Assignment and Planning

Work assigned to the Contractor will be accomplished through a Work Order process. Work orders shall be prepared by the Contractor based on issues detected through the daily system check, plus any additional issues discovered through direct observation, reported by the RTMC, or reported by Authority staff/representatives. Said work orders shall be submitted to and approved by the Authority prior to starting work. From time to time, the Authority may make an exception in order to restore the operation of critical devices. In such cases, the Contractor shall submit an appropriate work order for approval by the next business day. The Authority reserves the right to deny compensation for work that was not properly authorized by an Authority approved work order. A sample Work Order form is attached as Appendix K. The form may be modified as necessary for this project.

When a work order is issued for a specific location, that work order includes the full repair and function of the site within a 4 to 24 hour time frame. It is the responsibility of the Contractor to resolve the root cause on the initial work order. The Contractor shall warranty their work for a period of no less than 21 days. Root causes shall be described as the reoccurrence of the same symptoms (no video, no ptz, no communication...etc.). If a symptom is determined to reappear due to other causes not connected to the original symptom, a new work order shall be permitted.

Work Orders will identify the location, description, work to be accomplished and the completion time. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning the Contractor may be declared in default and subject to the penalties as stated the Contract.

All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. The Contractor shall have access to the Authority's OSP Insight software. If the Contractor performs any repairs that change the geographic layout by more than one (1) foot, the Contractor shall collect GPS coordinates and provide them promptly to the Authority. The Contractor shall provide the model, make and serial number of any new equipment installed on the system and enter it into the OSP Insight data base for asset management.

Upon completion of the assigned work the Contractor shall notify the Director of Expressway Operations and certify that the work is completed. All work completed will be reviewed by the Director of Expressway Operations, or his designated representative, to verify quantity and quality prior to approving the Work Order.

Should inclement weather limit or stop the Contractor from working, the Director of Expressway Operations shall be notified of work stoppage. However, the Contractor shall make themselves available during civil or weather emergencies as requested by the Authority.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with the specifications. The certification shall be accomplished by signing and returning the work order.

Acceptable work quality will be determined by the Director of Expressway Operations, or his designated representative. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. Unless otherwise directed by the Authority, repairs should be directed toward fixing the root cause of issues. The Authority reserves the right to withhold payment for repeated, incomplete repairs at a site that do not solve the root cause of a recurring issue until a successful permanent repair has been made. No additional payment will be due the Contractor for the reworking of non-acceptable areas.

Payments to the Contractor for work completed will be in accordance with the Method of Compensation.

3.5 Sub-Contractors

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 the Authority 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 the Authority, 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 the Authority. Such subcontractor shall not be employed again on the Project without the written permission of the Authority. If the Contractor fails to immediately remove such subcontractor, the Authority 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 protect, defend, indemnify, and hold harmless the Authority, 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 the Authority. All subcontracts shall expressly include an acknowledgment of the Authority'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.

3.6 Correction of Deficiencies

When deficiencies are indicated in a review, the Contractor will immediately implement an action to eliminate the deficiencies. Remedial actions may include further training of the Contractor's personnel at the Contractor's cost (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate, replacing materials, installing new materials and meeting the Contract terms. The Contractor shall present to the Authority, a remedial action plan to resolve such deficiencies within seventy-two (72) hours of discrepancy being reported or as approved by the Authority on a case-by-case basis.

4.0 JUPITER VIDEO WALL MAINTENANCE AND RESPONSE TIMES

The Contractor shall comply with the following response requirements for performing repair services for Video Wall Failures:

Table 4.1: Jupiter Video Wall Repair Services Response Times

Type of Failure	Type of Repair	Requirement	Response Times
Video Wall Failures	Repair Services	Initial acknowledgement time	Response within 15 minutes from time of initial failure notification.
		On-site arrival at the CFX Control Room	Response within 4 hours from time of initial failure notification.
		Repair time	Repair within the time approved by the Authority

The request of service can either be in the form of an email or a phone call to the Contractor. The Contractor shall be responsible for providing and updating all required contact information (fax number, mailing address, email address and emergency telephone contact numbers) to the Authority. Routine repairs such as firmware or Windows updates shall not occur during the hours of 8 AM through 5 PM Monday through Friday. Only emergency repairs (emergency is defined as a down system) shall occur during normal business hours.

4.1 Repair Services

Repair Services for this Contract are repairs/replacement of video wall components due to equipment malfunction and/or end of life replacement. This includes the Crestron touch screen control panel.

4.2 Video Wall Reconfiguration Services

When requested by the Authority, the Contractor shall be responsible for configuration of the video wall after any software, firmware and hardware upgrades. The Contractor shall provide training, document the changes and provide a backup of the original configuration as a standby to minimize video wall downtime.

5.0 FIBER OPTIC NETWORK (FON) DESCRIPTION

This description is provided as background information only. Maintenance of the FON backbone cable is performed under a separate maintenance agreement and is not a part of this Scope of Services. The Contractor shall coordinate with the Authority's FON Maintenance Contractor where necessary to isolate the cause of a failure related to ITS electronic devices or to the fiber optic infrastructure. The Contractor shall be responsible for system-wide maintenance and repair of fiber optic feeder cable and fiber optic drop cable, as well as repair of all associated conduit.

The FON serves the Authority's immediate and long-term telecommunications needs for data, voice and video transmission and to support future ITS applications. The FON covers the length of S.R. 408 (East-

West Expressway), the Authority's portions of S.R. 528 (Beachline Expressway), S.R. 417 (Central Florida Greene Way), S.R. 429 (Western Expressway), S.R. 451, S.R. 414 (John Land Apopka Expressway), and S.R. 551 (Goldenrod Road Extension) for a total of approximately one hundred five (109) centerline miles. The FON provides linked telecommunications services for the Authority between its Orlando headquarters office, mainline toll plazas, ramp toll plazas, and the FDOT Regional Traffic Management Center (RTMC). A third party is leasing a portion of the conduit capacity that was installed with the FON.

The FON supplies the physical connection for the Authority's Gigabit Ethernet based fiber optic network with conduit that extends along both sides of the right-of-way in a route-redundant configuration. The outside-plant infrastructure includes single mode fiber optic cable, high-density polyethylene (HDPE) conduit, tone wire, manholes, splice closures and other related peripheral equipment. The outside cable plant utilizes a conduit bank of eight one-inch inner diameter ducts installed along the Authority's facilities on both sides of the right of way. This conduit bank also contains an HDPE-insulated #12 solid copper tone wire installed 3" above the conduit bank or inside one of the 1" HDPE conduits to accommodate the locating of the FON. It is now the policy of the Authority to install all copper tone wire within a 1" HDPE SDR 11 conduit. Connection to the FON backbone occurs through lateral runs of 2-1" HDPE conduits (Blue and Orange at device locations) with 6- or 12-count fiber optic drop cable in the blue conduit. The fiber optic drop cable shall be used to connect all ITS elements including, but not limited to, DMS, CCTV, DCS, TMS, etc. to the FON backbone or feeder cable. The orange conduit is reserved for spare.

6.0 RADIODETECTION LMS REPAIRS

6.1 Description

The Contractor shall furnish maintenance services for the Authority's Radiodetection® Line Management System (LMS). This serves the Authority's need for locating and tracing buried fiber-optic cable. Each LMS unit (bay-mounted transmitter) sends a tone at a 512 Hz frequency along the underground tone wire, which can be detected using a Radiodetection® RD4000 PDL receiver or an approved equivalent that can receive a 512 Hz frequency. FON laterals (side legs) to Ramp Plazas and ITS device sites are located manually using any portable transmitter and receiver that can transmit and receive a tone at an 8 kHz frequency.

The Contractor shall furnish maintenance services for the Authority's existing LMS equipment (See Appendix A). This equipment includes:

LMS Units – four LMS units (P/N: RD431) located at Forest Lake, Boggy Creek, Curry Ford, and Pine Hills Mainline Toll Plazas, as well as ACT I-P modules (P/N: 444-150-322) side leg terminators for locating the FON (See Appendix A). Each LMS unit has four individual operating lines, which distribute individual tones at a 512 Hz frequency in four different directions. Each existing individual operating line currently extends anywhere from one (1) to twenty-eight (28) miles from the LMS transmitter.

ACT E/W Units – five ACT E/W (P/N: 10-446-150-212) installed along Boggy Creek Line 4 at MH 127, Curry Ford Line 3 at MH 193, Curry Ford Line 4 at MH 245, Curry Ford Line 2 at MH 75B, and Pine Hills Line 2 at MH 46. The ACT E/W provides an access point for troubleshooting as well as surge protection on LMS lines that exceed approximately ten (10) miles in length.

ACT I-P and Tone Wires – at Ramp Toll Plazas, Translaterals, and other locations there is a tone wire (side leg) that is spliced to the main operating line (tone wire). An ACT I-P module is attached at the end of the side leg in a pull box, wall mounted junction box, or manhole. The ACT I-P module (side leg terminator) has a 3 ohm resistor in it that draws a small amount of current from the main tone wire so that the side leg is locatable with the LMS but leaves the bulk of the current on the main tone wire. The side leg terminator

also acts as a suppression device. In some areas the side leg is too close to the main tone wire and therefore will need to be located with a portable transmitter to accurately locate the side leg. This can be accomplished by attaching directly to the tone wire at the side leg terminator. At ITS device locations, the side leg tone wire is generally NOT attached to the main tone wire and will have to be located using a portable transmitter. The tone wire access point at CCTV camera locations is the pole mounted CCTV cabinet.

6.2 General Requirements

The Contractor shall have a technician available to repair the Authority's LMS. The Contractor shall coordinate with an Authority representative to test the tone wire system and document the Radiodetection™ LMS voltage and current (milliamps) readings within thirty (30) days from the NTP. Initial system testing shall be paid for using established unit labor rates. The Contractor shall submit a written report to the Authority documenting the voltage and current (milliamps) readings from the LMS system test within five (5) days of the completion of LMS testing.

This test shall include a meeting with an Authority representative and visit to the Radiodetection™ LMS sites to document the voltage and current (milliamps) readings of the devices. The next step will be to accompany the Authority representative to the end of each Radiodetection™ LMS leg to obtain a current (milliamps) reading.

Upon LMS system repairs, the Contractor shall revisit the affected locations with an Authority representative to recheck the voltage and current (milliamps) readings of the Radiodetection™ LMS. The Contractor shall submit a written report to the Authority documenting the voltage and current (milliamps) readings from the LMS system test. Upon repair, the readings shall be within 10% of the original readings.

7.0 TONE WIRE REPAIRS

The Contractor shall have a technician available to repair the tone wire as needed. Tone wire repairs shall be performed as non-emergency work as described above.

All tone wire shall be installed in the ninth (9th) black with red stripe conduit. In duct banks containing only eight (8) conduits, the tone wire shall be installed in the yellow conduit. In cases where fiber runs point to point in grey 2" conduit, a #12 AWG, stranded or solid single conductor copper core, 45 mil high-density polyethylene insulated underground tone wire, manufactured by Burton Wire & Cable or an Authority approved equivalent shall be installed in the spare 2" gray conduit adjacent in the run. No tone wire shall be brought into any communication hub but shall be terminated in the closest pull box outside or adjacent to the cabinet.

The Contractor shall be capable of troubleshooting and finding faults in the tone wire for all necessary repairs. The Contractor shall also provide associated field equipment (e.g., backhoes, etc) to complete the repair work. The Contractor shall use #12 AWG, stranded or solid single conductor copper core, 45 mil high-density polyethylene insulated underground tone wire, manufactured by Burton Wire & Cable or an Authority approved equivalent, description "12 AWG stranded bare copper, 0.045 nominal high density polyethylene, weather resistant polyolefin" as defined in Authority Specification 638.

The Contractor shall also utilize a 3M Electrical Products Division DBY-6 or DBR-6 encapsulated splice enclosure kit for all tone wire repairs as defined in Authority Specification 638.

The Contractor shall take digital photos prior to and after all repairs. The Contractor shall maintain these photos with its paperwork associated with the work. In the event that any repairs change the geographic

layout of the tone wire by more than 1 foot, the Contractor shall take GPS coordinates and update OSP Insight to maintain the accuracy of the Authority's OSP Insight database .

8.0 FIBER OPTIC CABLE / CONDUIT

8.1 Description

In order to connect the various ITS devices to the FON, 6- or 12-count fiber optic drop cables are used. These drop cables are placed inside a 1" HDPE conduit that connects the ITS device cabinet to the nearest feeder cable. Two conduits are run to each device cabinet, with fiber in one of the conduits and the second conduit reserved for future growth. To connect the drop cable to the FON, 72-count fiber optic feeder cables may be used. These feeder cables are placed inside of a 1" HDPE conduit and run parallel to the FON backbone. Feeder cables do not enter any ramp plaza or service center.

The Contractor shall be responsible for providing emergency and non-emergency response repairs to all fiber optic feeder cables (72-count), drop cables (6 or 12-count) and associated conduit that is not part of the FON backbone. The FON backbone cable is currently monitored and maintained under a separate Authority contract.

8.2 General Requirements – Fiber Optic Cable

- The Contractor shall provide fiber optic cable and splice closures per CFX specification Section 633.
- The Contractor shall provide calibration documentation with manufacturer name, model and serial number for all fiber optic equipment to be used on the Authority's system. This includes all Optical Time Domain Reflectometers (OTDR), Fusion splicers and other calibrated fiber optic equipment. All equipment must be calibrated annually and a copy forwarded to the Authority at the beginning of each contract year stating calibration has been completed. No mechanical splices shall be permitted.
- The Contractor shall be required to furnish all accessories associated with splice closures, and all accessories shall be manufactured by Corning.
- The Contractor shall use only fusion splices to repair damaged fiber optic cable per CFX specification Section 633. Contractor shall inspect and test each fusion splice for mechanical integrity and optical performance. Splices shall not exceed 0.05 dB additional attenuation.
- All incidental equipment, which is necessary to complete the repair, but not specified herein shall be provided by the Contractor as necessary to provide a complete and functional repair.
- The Contractor shall test every fiber optic cabling link of the repair using an Optical Time Domain Reflectometer (OTDR). Prior to OTDR testing, the Contractor shall submit to the Authority, in approved format using the Corning Standard Recommended Procedure, calculated link attenuation loss based on optical cable loss and splice loss for approval. Once calculated and approved, the fiber loss for each fiber link will be the minimal acceptance benchmark for OTDR acceptance testing. See the Authority's Fiber Cable Specification Section 633 (Appendix G) for additional details on OTDR testing.

- The Contractor shall perform optical attenuation testing for all fibers within each single mode fiber optic cable at 1310 and 1550nm.
- The Contractor shall perform bi-directional end-to-end OTDR tests at 1310nm for installed single mode fiber optic cable. Splice losses shall be OTDR tested bi-directionally and the algebraic average shall not exceed 0.10 dB, measured at 1310nm.
- The Contractor shall prepare and submit all test procedures, setup parameters including test jumper length and loss, and data forms for the tests to the Authority for approval. The Contractor shall furnish data forms containing all of the data taken, as well as quantitative results for all tests.
- The Contractor shall maintain records of all testing including measurements made. These records shall be provided to the Authority with the monthly pay request.

8.3 General Requirements – Communications Conduit

- The Contractor shall use unsheathed bundles of high-density polyethylene (HDPE) communication conduits for general repairs. The work may also include sections of HDPE conduit bundles encased with PVC or bullet-resistive fiberglass. The system does contain black steel pipe (BSP), or cast-in-place concrete for extra mechanical protection
- HDPE conduit shall be smooth wall SDR 11 or thicker and PVC shall be Schedule 40 or Schedule 80 only.
- All conduit repairs shall use the same materials present prior to the repair request unless otherwise approved by the Authority. See Authority Specification 638 (Appendix G) for details on acceptable types of conduit. The exception to this is black steel pipe (BSP). BSP is no longer used and shall be replaced if needed with HDPE, PVC or split PVC.
- All component parts common to the conduit system shall be the product of the same manufacturer unless otherwise approved by the Authority.
- Conduit runs between manholes shall have no more than cumulative 270 degrees of bends or offsets. Also, individual conduit bends shall not exceed the minimum bend radius of a 72-strand single-mode fiber optic cable. All conduit curves shall have a minimum bend radius of twenty (20) feet unless otherwise specified.
- The Contractor shall make all joints using electrofusion couplers.
- Make conduit field cuts square and remove all burred edges.
- The Contractor shall thoroughly seal all conduit systems such that they are airtight and do not allow the ingress of water, dirt, sand and other foreign materials into the conduit prior to, during and after repair.
- In the event that any repairs or new installation change the geographic layout of the conduit by more than one (1) foot, the Contractor shall take GPS coordinates and update OSP Insight to maintain the accuracy of the Authority's OSP Insight database.

9.0 DESCRIPTION OF ITS SYSTEM

9.1 Introduction

The following section provides a general description of each type of ITS device currently deployed on the Authority's system, or is planned to be deployed prior to the completion of the initial term of the Contract.

9.2 Closed-Circuit Television (CCTV) System

There are currently one hundred seventy-eight (178) MPEG-2 CCTV cameras on the Authority network. Future deployment projects will likely add twenty (20) or more H.264 HD additional cameras over the initial term of the contract. The Authority is currently switching to HD CCTV cameras that use a multicast H.264 stream.

See Appendix B for a description of the CCTV camera locations. The IP network uses IP based encoders to digitize the CCTV video and transmit it across a Gigabit Ethernet IP network. Decoding of the MPEG-2 transport stream video takes place via a standalone single or dual channel MPEG-2 hardware decoder unit. Video on the IP network is capable of being multicast to multiple locations simultaneously while utilizing less overall bandwidth.

These installations appear in two varieties:

1. A 6-count fiber optic drop cable is utilized to provide a redundant connection. All 6 of the fiber optic strands are utilized (Transmit, Receive, and spare in each direction). The drop cable is spliced to a 72-count feeder cable where other Layer 2 Ethernet switches are "daisy chained" together. These daisy chained switches are directly connected to a Layer 3 Ethernet switch at the two adjacent or single Mainline toll plazas to provide redundancy.
2. A 12-count fiber optic drop cable is utilized to provide a redundant connection. Eight (8) of the fiber optic strands are utilized (Transmit, Receive, and two [2] spares in each direction), with the remaining four (4) fibers left coiled for future use. The drop cable is spliced to a 72-count feeder cable where other Layer 2 Ethernet switches are "daisy chained" together. These daisy chained switches are directly connected to a Layer 3 Ethernet switch at the two adjacent or single Mainline toll plazas to provide redundancy.

The IP network uses IP based encoders to digitize the CCTV video and transmit it across a Gigabit Ethernet IP network. Decoding of the MPEG-2 transport stream video takes place via a standalone dual channel MPEG-2 hardware decoder unit. The IP network also utilizes a Jupiter video wall controller at the Headquarters facility. Video on the IP network is capable of being multicast to multiple locations simultaneously.

The IP Video system currently consists of the following:

- VBrick Model 4200 VBSSM ITS hardened single-channel MPEG-2 video encoders
- VBrick Model 5300 dual channel MPEG-2 video decoders
- VBrick Model 5200 single channel MPEG-2 video decoders

- Jupiter Catalyst Video Wall Controller System

9.3 Data Collection Sensor (DCS) System

There are currently approximately one hundred sixty-three (163) Data Collection Sensor (DCS) sites operating on the Expressway Authority System. Future deployment projects will likely add thirty-one (31) additional DCS sites over the initial term of the contract.

See Appendix C for a description of the DCS locations.

The DCS RF/Reader Module, mounted near the top of the sign structure upright in an RF/Reader module cabinet, outputs an Ethernet signal to the communications equipment in the primary field cabinet.

The sensors communicate to the Mainline plazas through Gigabit Ethernet Field Switches installed in the primary field cabinet.

If the DCS utilizes an Ethernet Field Switch with a 6-count drop cable the device utilizes three (3) fiber optic strands (one [1] Transmit, one [1] Receive, one [1] Spare in each direction). If an Ethernet Field Switch with a 12-count drop cable is used the device utilizes four (4) fiber optic strands (one [1] Transmit, one [1] Receive, and two [2] Spares in each direction) The Contractor shall be responsible for maintaining the 6- or 12-count drop cables and the 72-count feeder cables system-wide. The backbone fiber optic cable is currently maintained by others.

9.4 Traffic Monitoring Stations (TMS) System

There are currently approximately four hundred traffic monitoring station sites operating on the Expressway Authority System. However future sites are planned on the Wekiva Parkway starting in 2015. For TMS location, see Appendix D.

The traffic monitoring stations consist of Wavetronix SS125 or SS126 (HD) units installed on Expressway Authority ramps and mainline locations. These sensor obtain speed, volume and classification of vehicles. It is critical Wavetronix manufactured cables are used exclusively with these readers.

9.5 Portable Highway Advisory Radio (HAR)

The Authority currently has one (1) active portable HAR unit throughout the ITS system, manufactured by Highway Information System (Model Solar Max). The HAR is powered by a combination of solar power and batteries used to supply 12V DC power. Communication with the HAR is established through a dedicated cellular connection.

9.6 Front Access Dynamic Message Signs (DMS)

The Authority currently operates sixty (60) front access Dynamic Message Signs at locations shown in Appendix E. A Front Access DMS System wide replacement project is currently under bid and expected to start in late fall of 2015. Four (4) DMS are installed per plaza. Each DMS is installed on a full-span truss in advance of the Mainline Toll Plaza Express Lanes. In addition, Front Access DMS are also installed on various arterial roads accessing the Expressway System.

The signs communicate with the Mainline plazas via Gigabit Ethernet Field Switches installed in DMS enclosure. Hardened field terminal servers are required at each enclosure in this configuration.

In all cases, the DMS are controlled remotely using the existing Skyline and Vanguard DMS client software installed on the toll plaza supervisor's computer. The signs can also be operated locally using a laptop computer from a pole-mounted maintenance cabinet installed on the DMS sign structure upright.

If the DMS utilizes an Ethernet Field Switch with a 6-count drop cable the device utilizes three (3) fiber optic strands (one [1] Transmit, one [1] Receive, one [1] Spare in each direction). If an Ethernet Field Switch with a 12-count drop cable is used the device utilizes four (4) fiber optic strands (one [1] Transmit, one [1] Receive, and two [2] Spares in each direction) The Contractor shall be responsible for maintaining the 6- or 12-count drop cables and the 72-count feeder cables system-wide. The backbone fiber optic cable is currently maintained by others.

9.7 Walk-in Dynamic Message Signs (DMS)

The Authority currently operates forty-two (42) Walk-in Dynamic Message Signs at locations shown in Appendix E. Future deployments projects will likely add one (1) additional Walk-in DMS over the initial term of the contract. These signs are centered over the travel lanes and typically display travel time information to CFX customers. The signs feature walk-in access and are accessible via catwalks from the roadway shoulder.

The signs communicate with the Mainline plazas via Gigabit Ethernet Field Switches installed in DMS enclosure. The Ethernet field switch connects directly to an Ethernet port on the DMS controller.

In all cases, the DMS can be controlled remotely from each mainline toll plaza using the existing Skyline or Vanguard DMS client software installed on the toll plaza supervisor's computer. The DMS can also be remotely controlled from CFX HQ or at the Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) using existing Skyline, Vanguard or SunGuide DMS client software (depending upon the manufacturer of the sign). Each sign can also be operated locally using a laptop computer from a pole-mounted maintenance cabinet installed on the DMS sign structure upright.

If the DMS utilizes an Ethernet Field Switch with a 6-count drop cable the device utilizes three (3) fiber optic strands (one [1] Transmit, one [1] Receive, one [1] Spare in each direction). If an Ethernet Field Switch with a 12-count drop cable is used the device utilizes four (4) fiber optic strands (one [1] Transmit, one [1] Receive, and two [2] Spares in each direction) The Contractor shall be responsible for maintaining the 6- or 12-count drop cables and the 72-count feeder cables system-wide. The backbone fiber optic cable is currently maintained by others.

9.8 Wrong Way Driving Countermeasures System (WWD)

The Authority in conjunction with the University of Central Florida (UCF) have initiated Wrong Way Driving Detection System in order to study the amount of detections occurring at five (5) locations on the expressway system. Currently one system exists at SR 520 eastbound at SR 520 with an additional for located on SR 408. These sites are located on SR 408 at Kirkman Road eastbound and westbound and at SR 408 at Hiawasse Road eastbound and westbound. The system is manufactured by TAPCO Traffic Control. See Appendix F.

The key components are four 12-square foot "Wrong Way" signs with two rectangular rapid flash beacons on each one. The first pair of signs contains a controller cabinet and attached incoming and outgoing radars with wide angle cameras that can detect wrong way traffic, set off the beacons and send alerts and photos to the Regional Traffic Management Center (RTMC) within 12 seconds or less. This system also includes a UPS DC backup that is network managed. Two additional "Wrong Way" signs with two rectangular rapid flashing beacons per sign are located approximately 500 feet upstream activated by the incoming radar.

10.0 GENERAL MAINTENANCE REQUIREMENTS OF ITS DEVICES

10.1 Common Requirements

The Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the ITS system, including but not limited to the following:

- Communications cables
- Total ground system including grounding array
- Fiber optic patch panel
- Fiber optic patch cords
- Fiber Optic Drop Cable (6- and 12-count)
- Fiber Optic Feeder Cable (72-count)
- Gigabit Ethernet Field Switch
- Digi 4-port hardened Serial Access Servers
- RS-232 to RS-422 Converters
- Uninterruptible power supplies
- Power and data SPD
- Power supplies
- Cabinet and auxiliary cabinet
- Miscellaneous electrical equipment including outlets, circuit breakers, and light bulbs
- Electrical service equipment, conduit, and service wire between the power company point of service and the ITS device.
- All other ancillary equipment
- Wrong Way Driving System and incidentals
- All ITS devices described in the scope of services
- At the mainline toll plazas the specific equipment covered includes:
 - Fiber optic patch cords, cabling and connectors used by the ITS system

The Contractor shall be responsible for ITS system repairs and shall be paid for these repairs as described under the Method of Compensation.

The Contractor shall coordinate all work in the equipment area with the Authority, or its designated representative.

The Contractor shall provide any lifting device that may be required to access installed ITS device and associated cabling. The lifting device shall comply with OSHA Safety standards. The Contractor shall train all maintenance staff associated with this project in maintenance activity safety.

10.2 Closed-Circuit Television (CCTV) System

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the CCTV system, including but not limited to the following:

- CCTV cameras
- PTZ positioners
- CCTV poles and grounding arrays
- CCTV lowering devices
- VBrick hardened MPEG-2 Encoders
- VBrick MPEG-2 single and dual channel Decoders
- CCTV Server (Cameleon™ software server)
- SunGuide Interface

Where the existing COHU MPEG-2 CCTV camera (model 3925-5100-PEND) is installed and settings are stored within the camera electronics, the Contractor's technician shall utilize a laptop computer and shall configure the settings in a site-specific manner. This includes video annotation to identify the camera privacy zones, compass headings, and preset settings. The technician shall coordinate with the Authority related to re-establishing settings should there be a question.

The Contractor's maintenance technician shall validate by using a PDA or laptop computer that the camera/PTZ control properly functions at the installation site. Where an IP-Video Camera is utilized, the technician shall utilize a laptop computer with Ethernet interface and appropriate video decoder software to verify functionality.

The Contractor shall provide appropriate test equipment to verify that the CCTV related electronics are performing to specification. A video test pattern generator shall be included to test video links from camera video outputs to the management center. EIA 170 video test set shall be utilized to verify analog CCTV cameras are performing to standard. All video test results shall be provided to the Authority.

10.3 Data Collection Sensor (DCS) System

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the DCS system, including but not limited to the following:

- Antennas and mounting brackets
- Antenna cables
- RF/Reader modules
- Pole (if applicable)

Where a new DCS RF/Reader Module is installed, the Contractor's technician shall utilize a laptop computer and shall configure the settings in a site-specific manner. The technician shall coordinate with the Authority related to re-establishing settings should there be a question.

The Contractor's maintenance technician shall verify using a laptop that the DCS site is accurately reading AVI transponders as defined in CFX Specification 663 (Appendix C).

The Contractor shall provide appropriate test equipment to verify that the DCS related electronics are performing to specification. An RF wattmeter shall be included to test the RF output from the RF/Reader Module. A Bird Electronics Model 43 ThruLine® Wattmeter with an appropriate attenuator is recommended.

The Contractor shall coordinate as needed with Southwest Research Institute (SwRI) to verify DCS system functionality and ensure proper re-integration of DCS into the Data Server System after DCS repairs are made.

10.4 Traffic Monitoring Stations (TMS) System

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the traffic monitoring station system, including but not limited to the following:

- Sensor/antenna units
- Replace manufacturer cabling
- Click!™ modules
- All other ancillary equipment

The Contractor shall coordinate all work in the equipment area with the Authority, or its designated representative.

10.5 Portable Highway Advisory Radio (HAR)

In addition to the items listed in Section 10.1, the Contractor shall provide maintenance services for all portable Highway Advisory Radio (HAR) Systems on the Authority Network.

The Contractor shall be available on a 24 hour per day, 7 days per week basis to change messages on the portable HAR as directed by the Authority.

At the Authority's direction, the Contractor shall relocate any portable HAR unit to any location along the Authority's roadway system. Contractor will be paid applicable hourly labor rate(s) for ordered relocations. Cost for vehicle(s) to transport portable DMS will not be measured separately for payment. It is the responsibility of the Contractor to provide a vehicle capable of safely pulling the trailer on and off of the highway. NOTE: each portable HAR trailer weighs approximately five thousand (5,000) pounds with a tongue weight of approximately five hundred (500) pounds. Prior to relocating a portable HAR unit, the Contractor shall:

- Ensure unit is in travel position and locked down.
- All hurricane strapping and anchors are removed and kept for reinstallation at new location
- Raise and store stabilizers in travel position.

10.6 Front access Dynamic Message Signs (DMS)

In addition to the items listed in Section 8.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Front Access DMS system, including but not limited to the following:

- DMS Enclosure and all internal components including, but not limited to:
 - DMS Controller
 - LED display modules
 - Fans and motors
 - Heat tape
 - Internal power and data cabling
- Pole-mounted maintenance cabinet enclosure and all internal components including:
 - Electronic interface board
 - Power outlet
 - Laptop Tray
- Cables and conduit connecting equipment in the DMS enclosure with the pole-mounted maintenance cabinet (power and data)
- Lateral fiber optic cable, conduit, and tone wire connecting equipment in the DMS enclosure to the manhole that provides access to the fiber optic backbone or feeder
- Splices and splice enclosures that connect the lateral fiber optic cable to the fiber optic backbone or feeder
- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The signs maintained under this Contract are Skyline Model No. VMSLED-L-1-18L-07x070-IRX, Daktronics Model No. VF-2420-1-7x75-46-A, VF-2420-27x60-34-A and VF-2320-48x128-20-RGB Front access DMS systems. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays.

Where a new DMS controller is installed, the Contractor's technician shall utilize a laptop computer and shall reconfigure the sign settings to match the Authority's custom settings. The technician shall coordinate with the Authority related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from the supervisor's computer at the Mainline toll plaza or from a DMS client at CFX Headquarters.

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

10.7 Walk-in Dynamic Message Signs (DMS)

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the DMS system both Skyline and Daktronics, including but not limited to the following:

- DMS Enclosure and all internal components including, but not limited to:
 - DMS Controller
 - LED display modules
 - Fans and motors
 - Heat tape
 - Internal power and data cabling
- Pole-mounted maintenance cabinet enclosure and all internal components including:
 - Electronic interface board
 - Power outlet
 - Laptop Tray
- Cables and conduit connecting equipment in the DMS enclosure with the pole-mounted maintenance cabinet (power and data)
- Lateral fiber optic cable, conduit, and tone wire connecting equipment in the DMS enclosure to the manhole that provides access to the fiber optic backbone or feeder
- Splices and splice enclosures that connect the lateral fiber optic cable to the fiber optic backbone or feeder
- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The signs maintained under this Contract are Skyline Model No. VMSLED-W-3-18F-27x125-IRX, Daktronics Model No. VF-2020-96x384-20-RGB and VF-2020-54x210-34-RGB. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays.

Where a new DMS controller is installed, the Contractor's technician shall utilize a laptop computer and shall reconfigure the sign settings to match the Authority's custom settings. The technician shall coordinate with the Authority related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from the supervisor's computer at a Mainline toll plaza or from a DMS client at CFX Headquarters.

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

11.0 I-4 ULTIMATE CONSTRUCTION AND COORDINATION

The Florida Department of Transportation is making improvements to the Interstate 4 corridor in the Central Florida area which affects a portion of the Authority's SR 408 East-West Expressway. Until July 2021, the maintenance of ITS devices on SR 408 from just west of Tampa Avenue to Bumby Avenue, including those on ramps accessing I-4, will be managed by the Florida Department of Transportation's Concessionaire

Team. All maintenance of ITS infrastructure, FON and devices shall be the responsibility of the Concessionaire's ITS Maintenance Contractor, for this area of SR 408 throughout the I-4 Ultimate construction period.

11.1 Responsibility of Authority's Contractor during the I-4 Ultimate Construction Timeframe

The Authority's Contractor shall be responsible for maintaining the Daily Device Checklist along the SR 408 corridor and sending the checklist to the approved email list prior to 8:00 AM each weekday morning so the I-4 Ultimate contractor can troubleshoot and resolve the problem as quickly as possible. The Authority's maintenance Contractor shall not take responsibility for these devices but shall observe their status and report this to the Concessionaire's contractor. The Concessionaire's contractor shall be responsible for maintenance and construction of all ITS devices including the FON for the entire construction period. The Concessionaire's contractor shall also be responsible for maintaining their own spare parts inventory. The Authority's Maintenance Contractor shall not receive penalties for devices exceeding a down time of 4 to 24 hours within the I-4 Ultimate Concessionaire's limits of construction.

11.2 List of Devices I-4 Ultimate Devices Maintained by Concessionaire's Contractor on SR 408

Table 10.1: Devices under I-4 Ultimate Project

ITS Infrastructure	Number of Devices
CCTV Cameras	8
Dynamic Message Signs	2
Traffic Monitoring Stations	17
Data Collection Sensor	6
ITS Cabinets	14

12.0 SPARES

The spare parts inventory furnished by the Authority to the Contractor shall consist of the parts shown in Appendix H. All spare parts supplied by the Authority shall remain the sole property of the Authority and shall be returned to the Authority upon termination of this agreement. The Contractor shall maintain the quantities of spares noted in Appendix H as a minimum, unless otherwise directed by the Authority. These quantities shall be provided to the Contractor by the Authority within 30 days from the Notice to Proceed. The Contractor shall ensure that spares utilized for repairs are replaced in a timely manner.

The Contractor shall be responsible for housing all spare parts. No extra compensation for housing the spare parts inventory shall be granted.

The Contractor shall use only spare parts recommended and approved by the manufacturer of the equipment being maintained. Should the Contractor use non-approved parts and the installation of the non-approved

part cause additional failures and damage to the equipment, the Contractor shall be liable for all additional repair cost. Where catastrophic damage may have resulted from the installation of a non-approved part, the Contractor shall be responsible for the replacement cost of the damaged unit. Where parts are no longer available from the manufacturer or the manufacturer's approved source, the Contractor shall notify the Authority. Where the Contractor has identified another source for the material that is not approved by the manufacturer of the equipment, the Contractor shall provide the manufacturer with the Contractor's alternate source and obtain the manufacturer's concurrence that it is a suitable replacement. The Authority shall be notified and copied on all correspondence.

The Contractor shall return to the Authority any software, patches, or upgrades paid for by the Authority upon the termination of the Contract.

The Contractor shall be responsible for maintaining a continuing inventory of spare parts and test devices. The Contractor shall, on a monthly basis, review spares utilization and shall adjust inventory to represent the spares utilization history. Regardless of whether adjustments to the inventory are necessary, the Contractor shall provide the Authority with a complete and updated inventory in writing and on a compact disk (CD) on a monthly basis. The Contractor shall submit the format of the inventory to the Authority for review and approval prior to its use by the Contractor.

Where a failure has occurred and a spare is not available, the Contractor shall expedite obtaining the required spare and shall provide the Authority with information, in writing, related to why an appropriate spare was not available.

13.0 PREVENTIVE MAINTENANCE

13.1 Description and Common Preventive Maintenance

The Contractor shall provide preventive maintenance services for all system components described herein. The Contractor shall notify the Authority of preventive maintenance activity and coordinate activity with Authority's operational needs for device up-time.

The safeguard and security of the CFX ITS network is paramount to providing uninterrupted service 24 hours a day, 7 days a week, 365 days a year. In order to fulfill this goal, all ITS devices shall have username and password changed as directed by the Authority.

Equipment necessary to perform system preventive maintenance is incidental to the preventive maintenance pay item. These incidental items include, but are not limited to, materials, vehicles, tools, software, computer interface, etc.

The Authority reserves the right to modify the frequency and content of the Preventive Maintenance schedule at any time.

Preventive maintenance shall include the following items (as appropriate to the device being maintained) exercised at the following maintenance intervals:

- Quarterly
 - ITS Cabinet/Grounding Preventive Maintenance
 - DCS Preventive Maintenance

- TMS Preventive Maintenance
- CCTV Preventive Maintenance
- HAR Preventative Maintenance
- Annual
 - Front access DMS Preventive Maintenance,
 - Walk-in DMS Preventive Maintenance.

13.2 ITS Cabinet/Grounding Preventive Maintenance

Preventive maintenance for ITS Cabinet/Grounding shall include the following tasks:

- Check thermostat, heater, (and blower) for proper operation.
- Verify the cabinet grounding does not exceed 5 ohms. A clamp on type tester is applicable. A clamp on must test at the bottom of the cabinet at the conduit entry point. If this is not possible due to the power panel a three-point measurement method shall be used. If any deviation to the required ohm reading is found, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Inspect and verify grounding to verify that grounding provisions are appropriately connected in accordance with National Electrical Code. Clean/replace grounding connections as may be necessary.
- Inspect and verify grounding of structure meets Authority standard grounding requirements. A clamp on megger is permitted, however if the reading is above 20-ohms, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Verify the cabinet SPDs are snapped securely to the Din Rail.
- Within the cabinet, verify the bus bar, terminal block, and cabinet are all single point ground to earth.
- Verify the adjacent pole meets 20 ohms or less and is attached to the same single point grounding system as the ITS cabinet.
- Verify all pole exothermic welds are secure. Open pole cover and verify any grounding is secured to the grounding nut as applicable.
- Inspect cables within the cabinet and cables between the cabinet and the ITS device for proper connections and colors per Ethernet wiring diagram. All cables shall be organized neatly using the cabinets cable management system per the ITS design standards.
- Inspect status indicators on SPDs and replace damaged units or modules.
- Inspect status indicators on RS-232 to RS-422 converters and replace damaged units or modules.
- Inspect air filters in field equipment cabinets and replace if dirty.

- Clean the cabinets of dust and insects
- Inspect the cabinets for environmental damage, lubricate door hinges and locks, check cabinet lights and fans for proper operation, check cables and connections for damage and corrosion
- Verify the cabinet has correct line power
- Each and every cabinet shall be clearly labeled on both outside doors with a 3M reflective label capable of being seen from the edge of roadway for easy identification
- Verify all cables are correctly and securely terminated
- Verify that all cables are neatly installed in the Panduit cable management system and the Panduit Management System is not in conflict with the door.
- Verify each device is connected to the Remote Power Manager (RPM)
- Verify that the appropriate colored Ethernet cables are connected for each type of equipment based on CFX standards.
- Verify each device is labeled properly according to the outlet that is connected to the RPM. All RPM ports shall be utilized in a standardized device orientation throughout the system
- Verify that the din rail is grounded to the system ground Busbar
- Verify that power supplies, local control equipment, and transient voltage surge suppressors are securely mounted in Device Cabinet

13.2.1 ITS Cabinet/Grounding Preventive Maintenance (Remote Power Manager)

- Verify proper voltage is provided from each output port
- Verify proper voltage continues through output ports following disconnection from constant power source
- Verify that RPM is accessible through HTTP connection via a web browser
- Verify that RPM has been configured with proper location name and system information
- Verify that all ports are properly labeled corresponding to the device attached to the port and verify that port for the switch is configured to safe-reboot.
- Verify that SNMP settings are properly configured according to information provided by the Authority.
- Access RPM from the web browser and turn power off/on to confirm remote power control functionality of all ports

13.2.2 ITS Cabinet/Grounding Preventive Maintenance (Universal Power Supply)

- Verify all LED lights on the front panel interface are operational

- Perform Self-Test on the UPS and verify there are no errors reported
- Verify proper voltage is provided from the output port
- Verify proper voltage continues through output port following disconnection from constant power source
- Verify with a digital multi-meter the voltage of UPS batteries and compare with UPS display of battery voltage
- Verify that UPS is accessible through the web interface
- Verify that UPS has been configured with proper location name and system information
- Turn off commercial power breaker in cabinet and verify that UPS power supports the functionality of all devices

13.2.3 ITS Cabinet/Grounding Preventive Maintenance (Ethernet Switch)

- Verify all connections, including correct installation of communication and power cables
- Verify CLI (Command Line Interface, Serial) and GUI (Graphic User Interface, Ethernet) are responding through Serial and Ethernet ports
- Verify System Identification Information is configured correctly
- Verify that standard port assignment convention is followed and all ports are labeled accordingly
- Verify firmware of switch is in accordance with approved range.

13.2.4 ITS Cabinet/Grounding Preventive Maintenance (Video Encoder)

- Inspect the quality and tightness of ground and surge protector connections.
- Verify proper voltages for all power supplies and related power circuits.
- Verify video image is present and free from oversaturation and any other image defect in both color and monochrome mode using local CCTV test monitor and analyzer
- Verify that the IP address, subnet mask, gateway and multicast have been configured properly
- Verify that System ID and location have been configured properly
- Verify serial data transmission through the DVE serial ports by performing PTZ functions

13.2.5 ITS Cabinet/Grounding Preventive Maintenance (Terminal Server)

- Inspect the quality and tightness of ground and surge protector connections
- Verify that the terminal server is configured with the correct IP address and site information

- Verify that Probe Interval, Count and Retransmission rates are configured properly
- Verify TCP Keepalive is enabled and configured with the correct settings
- Verify that the System description and contact information have been properly configured
- Verify that each individual port has been properly configured and labeled

13.2.6 ITS Cabinet/Grounding Preventive Maintenance (Environmental Monitor)

- Verify that the EM is accessible through HTTP connection via a web browser
- Verify that Device Location and Description have been configured
- Verify that the IP Address, Subnet Mask and Gateway have been configured properly
- Verify that SNMP is configured correctly with information provided by the Authority
- Verify that all analog sensors are configured and labeled appropriately. The Min and Max values should be adjusted accordingly to the individual sensors
- Under Display section, verify that the device location is configured in the Friendly Name section under devices
- Verify that all sensors are providing accurate data. Field to confirm include: Temperature, Relative Humidity, Dew Point, Light Level, Air Flow, Sound Level, Door Switch, TVSS and Battery Monitor.
- Verify that the Battery voltage reported is accurate as compared to manual data utilizing a multi-meter
- Verify that the following Alarms have been configured and are triggered properly: Temperature Above 140°F, Door Open, TVSS Monitor, Battery Monitor Below 20V and Battery Monitor Above 35V
- Verify that the sensors have been connected and configured on the proper channels. Analog 1 – Door Switch, Analog 2 – TVSS Monitor, Analog 3 – Battery Monitor

13.3 CCTV Quarterly Preventive Maintenance

Preventive maintenance for CCTV cameras shall include the following tasks:

- Inspect camera housing for environmental damage.
- Inspect camera housing seals.
- Check for proper pressure in housing (if pressurized); recharge with Nitrogen to manufacturer's specifications. If Nitrogen recharge is necessary, investigate and repair the cause of the leakage.

- Clean housing dome and apply Rain-X™
- Test/Inspect pan-tilt function for proper operation.
- Test/Inspect camera for proper operation.
- Inspect lowering device connection by performing local test of pan/tilt functions and verifying image quality.
- Inspect camera assembly for environmental damage.
- Adjust camera if necessary to manufacturer's specifications and standards.
- Inspect camera receiver for proper operation.
- Inspect camera receiver for environmental damage.
- Inspect camera receiver cable connections.
- Verify that the Stainless Steel Aircraft Cable is maintained or adjusted to the proper length as defined in the MG2 manual
- Verify that there are no bents or kinks in the cable
- Inspect the camera and cable assembly for any corrosion; clean any corroded parts and treat to prevent corrosion in accordance with manufacturer's recommendations.
- Perform preventive maintenance on lowering system according to manufacturer's recommendation.
- After the lowering device test is complete verify that lower cable is attached to the parking stand
- After completing preventive maintenance, verify using a PDA or laptop computer with appropriate software installed to support testing, that the CCTV installation is properly functioning.
- Verify operation of the camera system using the Cameleon™ and SunGuide software to ensure that the cameras are reporting their status to the server correctly.
- Provide and install all device driver and software updates as they become available.

13.4 DCS Quarterly Preventive Maintenance

Preventive maintenance for DCS sites shall include the following tasks:

- Inspect antennas, antenna mounting brackets, and antenna cables for damage.
- Check antenna alignment and correct if necessary.
- Inspect the quality and tightness of ground and surge protector connections
- Verify power supply voltages and outputs

- Verify IP connectivity to the DCS through local laptop computer with correct preconfigured IP address
- Verify that the reader is accessible from the vendor software and the web GUI
- Verify that T21, ISOB_80K and PS111 are enabled on the reader
- Verify that Title 21 and ISOB_80K (sticker tags) are being read by the DCS
- Verify that a Profile has been created and saved as the individual site name
- Verify that the CFX specific script is loaded and running on the reader
- Verify serial connectivity to the DCS through the local DB-9 Connection with DCS Reader via Telnet Session
- Verify that tags are showing reads in the correct lane by comparing data from software to visual examination of traffic
- Compare tag volumes displayed within the reader versus manual count and record results.
- Verify on the DCS status page that tags are received and travel time is generated.

13.5 Traffic Monitoring Station Quarterly Preventive Maintenance

Preventive maintenance for the traffic monitoring stations and all associated pole mounted Nema enclosures shall include the following tasks:

- Verify the enclosure grounding does not exceed 5 ohms. A clamp on type tester is applicable. A clamp on must test at the bottom of the cabinet at the conduit entry point. If any deviation to the required ohm reading is found, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Inspect and verify grounding to verify that grounding provisions are appropriately connected in accordance with National Electrical Code. Clean/replace grounding connections as may be necessary.
- Inspect and verify grounding of structure meets Authority standard grounding requirements. A clamp on megger is permitted, however if the reading is above 20-ohms, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Verify that the din rail is grounded to the system bus bar.
- Verify the enclosure SPDs are snapped and properly secured to the din rail.
- Inspect status of SPDs and replace damaged units or modules.
- Within the enclosure, verify the bus bar, terminal block, and enclosure are all single point ground to earth.

- Verify all pole exothermic welds are secure. Open pole cover and verify any grounding is secured to the grounding nut as applicable.
- Inspect cables within the enclosure and cables between the enclosure and sensor for proper connection.
- Inspect TMS cable connectors for water intrusion, corrosion and damaged or broken solder connections.
- Verify cables are correctly and securely terminated
- Clean the enclosure of dust and insects
- Inspect the enclosure for environmental damage, lubricate door hinges and locks.
- Verify communications to the sensor via the local RS232 port.
- Log into sensor and verify labels and direction are configured and updated
- Verify proper volume detection - Minimum duration for each site test shall be 15 minutes or 100 vehicles per lane. Traffic volume will be reported using a manual "click" counter to monitor and count each vehicle per lane. The manual count will verify volume of traffic and ensure the proper vehicle detection is occurring, to the required 95% accuracy per direction of travel. Fill in the appropriate table on the data verification sheet of the certification procedure.
- Verify proper speed detection – All lanes shall be certified for accurate speed detection. Using a calibrated Lidar radar gun, the operator shall obtain as many consecutive speed counts within a one minute interval as possible. A 15 minute period shall be used to ensure an accurate average of traveling speeds. This data shall be compared with the 1 minute interval data as stored on the sensor. Average speed data for any individual lane shall be accurate to within 3 mph when there are more than five cars per lane.
- Coordinate with manufacturer to provide and install all device driver and software updates as they become available.

13.6 Front access DMS Annual Preventive Maintenance

The Contractor shall coordinate preventive maintenance activity with the Authority's operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole-mounted DMS maintenance cabinet
- Inspect and clean DMS sign face per manufacturers recommendations
- Inspect and repair heat tapes in DMS enclosure
- Inspect and replace incandescent light bulbs in DMS enclosure

- Inspect and replace air filters, if needed.
- Verify network components and DMS controllers are connected into the RPM unit for remote power cycle.
- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet.
- Inspect all power supplies in the sign and adjust accordingly.
- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Terminal Server service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Environmental Monitor service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with Authority lane closure restrictions.

13.7 Walk-in DMS Annual Preventive Maintenance

The Contractor shall coordinate preventive maintenance activity with the Authority's operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole-mounted DMS maintenance cabinet
- Inspect and clean DMS sign face per manufacturers recommendations
- Inspect and repair heat tapes in DMS enclosure
- Inspect and replace incandescent light bulbs in DMS enclosure
- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet
- Inspect and test the UPS and its batteries in DMS enclosure; replace UPS batteries if needed.
- Inspect and replace air filters, if needed
- Inspect all power supplies in the sign and adjust accordingly.
- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Terminal Server service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Environmental Monitor service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with Authority lane closure restrictions.

14.0 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for all maintenance of traffic including all single lane closures, two lane closures, three lane closures, ramp closures and lane closures at toll plazas. The approximate number, types, and placement of traffic control devices required for each closure configuration identified below shall be in accordance with the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices Part VI and Florida Department of Transportation (FDOT) Design Standards Index Nos. 600 through 670, 2015 edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the Authority's Director of Expressway Operations or designated representative, where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet. Any maintenance of traffic that deviates from the Florida Department of Transportation (FDOT) Design Standards Index Nos. 600 through 670, 2015 edition, shall be signed and sealed by a registered Florida Professional Engineer (P.E.).

The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.

Reflectorize traffic cones used at night with cone collars meeting the following requirements:

(a) Use collars designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

(b) For the retroreflective sheeting for the collars, meet the requirements of ASTM D 4956 Table 4, Type VI; excluding 0.1 degree observation angle and -4 degree, +30 degree entrance angles.

Provide three certified copies of test reports and certification from the manufacturer that the material furnished meets all requirements of (b) above. Use reflective collars for cones included on the FDOT's Qualified Products List.

Reflective sheeting material for work zone barricades shall be Type III or IV, meeting requirements of Section 994 of the FDOT Standard Specifications, 2007 edition. Reflective sheeting material for all work zone signs, both on and off the Authority system, shall be fluorescent orange Type VII meeting requirements of Section 994. Mesh signs shall not be used for work zone signs. Rollup sheeting (Type VI, 3M Diamond Grade Fluorescent Roll Up Sign Sheeting RS24 or equal) may be used in day or night operations not to exceed 24 hours and if approval is given by the Authority.

At least seven (7) days prior to beginning work on the Project, the Contractor shall submit to the Director of Expressway Operations two (2) copies of the Contractor's proposed overall plan and methods for performing the work including a listing of equipment and personnel anticipated for use. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the travel lanes. Approval of the Contractor's safety and traffic plan by the Authority shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

The Contractor shall provide capable, experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program (or an equal approved by the Authority) and FDOT procedure 750-030-006(a), which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.

As a general rule, lane/ramp closures will not be permitted between 6:00 am and 8:00 p.m., on any roadway on any day of the week. If the Contractor wants to close lanes/ramps on any roadway during hours other than those permitted, the Contractor shall submit a request to the Director of Expressway Operations with a detailed traffic control plan at least 7 days prior to the desired closure date. Lane/ramp closures are times other than those permitted above will not be allowed without the written approval of the Director of Expressway Operations or his designated representative.

If, in the opinion of the Director of Expressway Operations or his designated representative, any lane/ramp closure(s) causes extended traffic congestion, the Director of Expressway Operations or his designated representative, may direct the Contractor to open any temporary lane/ramp closure(s) until traffic is returned to an acceptable flow as determined by the Director of Expressway Operations or his designated representative.

Delay costs to the public will result if all lanes/ramps are not open to traffic during the times other than permitted herein for lane closures. The Contractor shall plan its operations such that all equipment and materials, except those required for the safety of the traveling public, are removed from the clear zone and lanes/ramps are reopened for traffic by the times noted above. A damage recovery cost will be assessed to the Contractor if, due to the actions of the Contractor, the Contractor is unable to reopen lanes/ramps for traffic by the times noted above. The amounts are as follows:

- 10 minutes and under..... No damage recovery cost assessed
- Each additional 10 minutes or fraction thereof..... \$2,000

Costs will be assessed beginning at the appropriate time as shown above and continue until all lanes/ramps are open and traffic flow is restored as recorded by the Authority. The Authority shall have the right to apply as payment on such damages any money, which is due to the Contractor by the Authority. At the discretion of the Authority, damage recovery costs will not be assessed for failure to open traffic lanes/ramps if such cause is beyond the control of the Contractor i.e., catastrophic events, or accidents not related or caused by the Contractor's operations.

An off-duty law enforcement officer in uniform with a marked law enforcement vehicle shall be provided by the Contractor at each location where lane/ramp closures are in effect.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

Traffic control devices, warning devices and barriers shall be kept in the correct position and clearly visible and clean at all times. Batteries in barricades equipped with flashers shall be checked and replaced if necessary to ensure proper operation. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced or cleaned as directed by the Director of Expressway Operations.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

15.0 PROJECT ADMINISTRATION

Project Administration is a recurring task throughout the term of the Contract. The Contractor shall provide the control, coordination and interface of all activities associated with the maintenance of the system. Activities include, but are not necessarily limited to:

- Project Records and Files
- Project Coordination
- Parts Inventory/Tracking
- Warranty Tracking
- Bi-Weekly Meetings
- Utility Coordination
- Authority GIS Database Updates – OSP Insight

The Authority shall provide the Contractor with all available plans, specifications, manuals and maintenance logs for all system components and subsystem.

The Contractor shall provide monthly reports in a format approved by the Authority, providing the following information:

- Date and Time of Trouble Notification
- Name of Person reporting the repair request
- Type and Location of problem
- Date and Time of response
- Name of person responding to the repair
- Description of problem resolution
- Verification of testing procedures completed
- Date and Time of completion of repair work

Payment for compiling the monthly maintenance reports shall be considered incidental to the Daily ITS System Monitoring Pay Item.

All repair and/or replacement work, equipment, cable and associated electrical work shall conform to the current requirements and practices of the latest version of each of the following:

- National Electric Code (NEC)

- National Electrical Safety Code
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Telcordia (formerly 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
- Latest CFX FON and ITS Specifications

16.0 PROJECT RECORDS

The Contractor shall maintain complete and accurate records of all work activities and events relating to the Contract. Project records shall include such items as Daily Logs of maintenance activities, Monthly Status Reports, meeting notes, cost proposals, invoices, inventory records, time sheets, staffing roster and any other pertinent information.

Status reports summarizing all completed activities during the current reporting period and current work in progress are to be given to the Authority twice per month (on the second and fourth Thursday of each month) during the term of the Contract.

The Contractor shall update the GIS database with the dates of maintenance on a monthly basis. These updates shall be submitted to the Authority for review and approval.

17.0 MATERIALS AND EQUIPMENT

The Contractor shall provide all incidental materials, tools and equipment to satisfy the needs of the project. The Contractor shall have on hand incidental materials needed to complete the required tasks including fuses, connectors, filters, wiring, etc. that are common to the industry. Contractor vehicles shall carry the following common diagnosis tools:

- PDA or Laptop Computer with required software for all vendors covered under this maintenance agreement
- Terminal/Applications Software
- NTSC Monitor
- Camera Master - Verify IRE Level
- Light Source/Power Meter/OTDR/Fusion Splicer
- Multi-meter, Voltmeter/MOhm/Ohmmeter
- Portable oscilloscope
- Copper TDR (For Locating Tone Wire Faults)
- Video Test Equipment: Test Pattern Generator; EIA 170 Signal Tester; MPEG 2 bit stream tester (Tektronix or equivalent)

- Com Scope Serial Line Analyzer
- Protocol Analyzer
- Ethernet Network Analyzer
- RF Wattmeter

18.0 ACCESS / SECURITY TO AUTHORITY FACILITIES

The Contractor shall provide advance notice to the Authority when access is needed as well as the names of the Contractor personnel requiring access.

The Authority will provide appropriate access and specific authorization for Contractor personnel to System resources and Authority facilities required to fulfill the terms of the Contract. The Authority will issue the access control items (i.e., identification badges, security cards, passwords, keys, etc.) as necessary to facilitate the required access/authorization privileges and are subject to the Authority's Security Policy. These access control items shall be safeguarded against loss, alteration, duplication or destruction, and unauthorized use or disclosure thereof while in the custody of the Contractor personnel.

The access control items shall remain Authority property at all times and must be returned to the Authority when requested, or when Contractor personnel no longer have a specific contractual need. The Authority may modify or revoke any or all access/authorization privileges granted to Contractor personnel when it is deemed necessary to satisfy a current or future operational need or to protect the Authority or its assets. The Authority will provide escorted access for Contractor personnel as necessary.

The Contractor shall immediately notify the Authority when the Contractor becomes aware of an actual or potential threat to the security or operational integrity of the System posed by Contractor personnel or the actions thereof. The Contractor shall assist the Authority in the investigation, reporting, and remediation of any breach of security or degradation in the operational integrity of the System directly attributed to Contractor personnel. The Authority shall be notified immediately if a Contractor's employee with security access to CFX is terminated or leaves the firm. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.

The Contractor shall comply with the requirements of the Authority's Contractor Security Policy attached as Appendix I.

19.0 ADDITIONAL SERVICES

Additional services may be assigned to the Contractor through a Supplemental Agreement in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work

20.0 AUTHORITY RESPONSIBILITIES

- a. The Authority's Director of Expressway Operations, through his designated representative, will administer the terms and conditions of the Contract.
- b. The Authority will familiarize the Contractor with its facilities and provide all necessary "As-Built" or construction documentation required.

- c. The Contractor shall be responsible for working with any other maintenance Contractor to isolate the cause of System problems and ITS device problems and to take corrective action. Specific isolation of the problem will be the responsibility of the Contractor.
- d. The Authority will provide the Contractor with all available information concerning warranties in force for various products. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify the Authority in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

21.0 COMPENSATION

Compensation to the Contractor will be in accordance with the Method of Compensation.

22.0 DURATION OF AGREEMENT AND RENEWAL OPTION

The term of the Contract shall be for two (2) years with three (3) renewal options of one (1) year each. The work under this Contract shall commence upon written notice from the Authority's Director of Expressway Operations. The option to renew may be exercised at the discretion and election of the Authority, upon which the Authority would provide written notice of its exercise to the Contractor at least 180 days prior to the expiration of the initial two (2) year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of the option would be inequitable, the Contractor may refuse the Authority's exercise of the option. Such refusal must be communicated to the Authority in writing within 30 days from the date the Contractor receives the Authority's notice of intent to exercise the option. The Contractor shall provide to the Authority within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that the Authority agrees to revisions proposed by the Contractor, such revisions will be incorporated in a Supplemental Agreement to the Contract. If the Authority does not agree to the Contractor's proposed revisions, the Authority will not exercise the option to extend the Contract.

E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: July 29, 2019 

RE: June 2019 Financial Reports

Attached please find the June 2019 Financial Reports. Please note this information is being provided as interim information and has not been audited, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2019. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JUNE 30, 2019 AND YEAR-TO-DATE**

	FY 19 MONTH ACTUAL	FY 19 MONTH BUDGET	FY 19 YEAR-TO-DATE ACTUAL	FY 19 YEAR-TO-DATE BUDGET	FY 19 YEAR-TO-DATE VARIANCE	FY 19 YEAR-TO-DATE % VARIANCE	FY 18 - 19 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 39,893,698	\$ 38,048,521	\$ 475,329,423	\$ 460,900,000	\$ 14,429,423	3.1%	8.4%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	829,058	747,585	9,680,853	7,248,500	2,432,353	33.6%	29.3%
TRANSPONDER SALES	74,272	25,359	648,404	286,700	361,704	126.2%	118.0%
OTHER OPERATING	186,722	215,718	1,499,757	1,349,670	150,087	11.1%	-7.0%
INTEREST	1,142,699	329,550	6,376,638	3,469,550	2,907,088	83.8%	74.3%
MISCELLANEOUS	61,002	74,812	969,082	1,037,350	(68,268)	-6.6%	-5.1%
TOTAL REVENUES	\$ 42,187,452	39,441,545	494,504,157	474,291,770	20,212,387	4.3%	9.2%
O M & A EXPENSES							
OPERATIONS	\$ 7,056,006	10,083,398	58,240,869	63,606,058	5,365,189	8.4%	10.3%
MAINTENANCE	3,158,107	4,880,916	16,433,979	19,937,226	3,503,247	17.6%	-6.1%
ADMINISTRATION	1,152,021	876,205	7,846,724	8,366,478	519,754	6.2%	8.6%
OTHER OPERATING	736,243	511,198	2,750,721	2,453,750	(296,971)	-12.1%	36.0%
TOTAL O M & A EXPENSES	\$ 12,102,377	16,351,717	85,272,293	94,363,512	9,091,219	9.6%	7.2%
NET REVENUES BEFORE DEBT SERVICE	\$ 30,085,075	23,089,828	409,231,864	379,928,258	29,303,606	7.7%	9.7%
COMBINED NET DEBT SERVICE	\$ 15,891,227	15,315,610	176,135,433	177,101,009	965,576	0.5%	4.6%
NET REVENUES AFTER DEBT SERVICE	\$ 14,193,848	\$ 7,774,218	\$ 233,096,431	\$ 202,827,249	\$ 30,269,182	14.9%	13.8%

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2019.

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 JUNE 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	\$ 58,240,869	\$ 63,606,058	\$ 5,365,189	8.4%
Maintenance	16,433,979	19,937,226	3,503,247	17.6%
Administration	7,846,724	8,366,478	519,754	6.2%
Other Operating	<u>2,750,721</u>	<u>2,453,750</u>	<u>(296,971)</u>	<u>-12.1%</u>
Total O M & A	\$ 85,272,293	\$ 94,363,512	\$ 9,091,219	9.6%
Capital Expenditures				
Operations	\$ -	\$ 153,500	153,500	100.0%
Maintenance	84,404	120,000	35,596	29.7%
Administration	<u>65,513</u>	<u>195,000</u>	<u>129,487</u>	<u>66.4%</u>
Total Capital Expenditures	\$ 149,917	\$ 468,500	\$ 318,583	68.0%

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2019.

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Twelve Months Ending June 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	533,904	561,166	27,262	4.86%
Image Review	8,652,961	9,543,188	890,227	9.33%
Special Projects	60,961	215,967	155,006	71.77%
Information Technology	3,948,505	4,721,912	773,407	16.38%
E-PASS Service Center	21,926,601	22,106,891	180,290	0.82%
E-PASS Business Services	138,907	154,060	15,153	9.84%
Public Outreach/Education	2,677,066	2,517,100	(159,966)	-6.36%
Subtotal CFX	<u>37,938,905</u>	<u>39,820,284</u>	<u>1,881,379</u>	<u>4.72%</u>
Plazas	20,301,964	23,939,274	3,637,310	15.19%
Subtotal Toll Facilities	<u>20,301,964</u>	<u>23,939,274</u>	<u>3,637,310</u>	<u>15.19%</u>
Total Operations Expenses	<u><u>58,240,869</u></u>	<u><u>63,759,558</u></u>	<u><u>5,518,689</u></u>	<u><u>8.66%</u></u>



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Twelve Months Ending June 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	3,077,077	3,545,551	468,474	13.21%
Traffic Operations	3,834,673	5,256,276	1,421,603	27.05%
Routine Maintenance	9,606,633	11,255,399	1,648,766	14.65%
Total Maintenance Expenses	<u>16,518,383</u>	<u>20,057,226</u>	<u>3,538,843</u>	<u>17.64%</u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Twelve Months Ending June 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	982,884	953,519	(29,365)	-3.08%
Administrative Services	2,242,635	2,108,650	(133,985)	-6.35%
Communications	686,501	844,841	158,340	18.74%
Human Resources	262,425	333,098	70,673	21.22%
Supplier Diversity	184,589	364,054	179,465	49.30%
Accounting	1,476,505	1,599,466	122,961	7.69%
Records Management	313,300	373,469	60,169	16.11%
Construction Administration	84,612	96,141	11,529	11.99%
Procurement	465,389	486,381	20,992	4.32%
Legal	621,432	752,219	130,787	17.39%
Internal Audit	501,075	564,000	62,925	11.16%
525 Magnolia	30,758	25,324	(5,434)	-21.46%
Engineering	60,130	60,316	186	0.31%
Grand Total Expenses	<u><u>7,912,237</u></u>	<u><u>8,561,478</u></u>	<u><u>649,241</u></u>	<u><u>7.58%</u></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 JUNE 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	\$ 475,329,423	\$ 460,900,000	\$ 14,429,423	\$ 438,611,483	\$ 430,006,801	\$ 8,604,682	\$ 5,824,741
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	9,680,853	7,248,500	2,432,353	7,489,612	5,840,000	1,649,612	782,741
TRANSPONDER SALES	648,404	286,700	361,704	297,475	226,460	71,015	290,689
OTHER OPERATING	1,499,757	1,349,670	150,087	1,611,843	1,399,646	212,197	(62,110)
INTEREST	6,376,638	3,469,550	2,907,088	3,657,394	3,118,625	538,769	2,368,319
MISCELLANEOUS	969,082	1,037,350	(68,268)	1,021,174	1,010,268	10,906	(79,174)
TOTAL REVENUES	494,504,157	474,291,770	20,212,387	452,688,981	441,601,800	11,087,181	9,125,206
O M & A EXPENSES							
OPERATIONS	58,240,869	63,606,058	5,365,189	52,816,012	57,173,411	4,357,399	1,007,790
MAINTENANCE	16,433,979	19,937,226	3,503,247	17,502,303	17,831,024	328,721	3,174,526
ADMINISTRATION	7,846,724	8,366,478	519,754	7,228,209	8,135,421	907,212	(387,458)
OTHER OPERATING	2,750,721	2,453,750	(296,971)	2,022,878	2,535,599	512,721	(809,692)
TOTAL O M & A EXPENSES	85,272,293	94,363,512	9,091,219	79,569,402	85,675,455	6,106,053	2,985,166
NET REVENUES BEFORE DEBT SERVICE	409,231,864	379,928,258	29,303,606	373,119,579	355,926,345	17,193,234	12,110,372
COMBINED NET DEBT SERVICE	176,135,433	177,101,009	965,576	168,323,782	169,844,650	(1,520,868)	2,486,444
NET REVENUES AFTER DEBT SERVICE	<u>\$ 233,096,431</u>	<u>\$ 202,827,249</u>	<u>\$ 30,269,182</u>	<u>\$ 204,795,797</u>	<u>\$ 186,081,695</u>	<u>\$ 18,714,102</u>	<u>\$ 11,555,080</u>

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2019.

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING JUNE 30, 2019 AND YEAR-TO-DATE**

	FY 19 MONTH ACTUAL	FY 18 MONTH ACTUAL	FY 18 - 19 SAME MONTH COMPARISON	FY 19 YEAR-TO-DATE ACTUAL	FY 18 YEAR-TO-DATE ACTUAL	FY 18 - 19 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 39,893,698	\$ 38,211,628	\$ 1,682,070	\$ 475,329,423	\$ 438,611,483	\$ 36,717,940
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	829,058	576,990	252,068	9,680,853	7,489,612	2,191,241
TRANSPONDER SALES	74,272	26,444	47,828	648,404	297,475	350,929
OTHER OPERATING	186,722	166,905	19,817	1,499,757	1,611,843	(112,086)
INTEREST	1,142,699	409,037	733,662	6,376,638	3,657,394	2,719,244
MISCELLANEOUS	61,002	74,305	(13,303)	969,082	1,021,174	(52,092)
TOTAL REVENUES	42,187,452	39,465,309	2,722,143	494,504,157	452,688,981	41,815,176
O M & A EXPENSES						
OPERATIONS	7,056,006	9,203,498	(2,147,492)	58,240,869	52,816,012	5,424,857
MAINTENANCE	3,158,107	4,023,157	(865,050)	16,433,979	17,502,303	(1,068,324)
ADMINISTRATION	1,152,021	902,526	249,495	7,846,724	7,228,209	618,515
OTHER OPERATING	736,243	603,828	132,415	2,750,721	2,022,878	727,843
TOTAL O M & A EXPENSES	12,102,377	14,733,009	(2,630,632)	85,272,293	79,569,402	5,702,891
NET REVENUES BEFORE DEBT SERVICE	30,085,075	24,732,300	5,352,775	409,231,864	373,119,579	36,112,285
COMBINED NET DEBT SERVICE	15,891,227	14,659,325	1,231,902	176,135,433	168,323,782	7,811,651
NET REVENUES AFTER DEBT SERVICE	<u>\$ 14,193,848</u>	<u>\$ 10,072,975</u>	<u>\$ 4,120,873</u>	<u>\$ 233,096,431</u>	<u>\$ 204,795,797</u>	<u>\$ 28,300,634</u>

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2019.

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

E.3.

Executive Director's Report

Executive Director Report August 2019

DASHBOARD

Wrong Way Driving

In June there were 14 wrong way driving detections system wide with 13 of the 14 detections resulting in documented turn arounds. Details of the remaining event is listed below:

SR 408 EB Exit 5 at Kirkman Road, Sun 6/30/2019 2:50 AM

A dark passenger vehicle was observed traveling down the ramp in the wrong direction. FHP was dispatched to the scene and patrolled the area with no results. There were no documented citations or crashes associated with this event.

CUSTOMER SERVICE

E-PASS Phone App

The new E-PASS Customer Account Management app is now available to our customers! An e-mail went to E-PASS customers on Monday, August 5, that explained the conveniences that the app provides to them. E-PASS customers can view transactions, reload their account, update vehicle and payment information or simply check their balance with the app. The app tracks E-PASS discounts and weekly savings as well!

The CFX team is currently working on a phone app that allows customers to conveniently pay for their Pay-By-Plate invoices.

Visitor Toll Pass

Visitor Toll Pass has served over 4,800 rental car customers through July 31, 2019. The pilot continues to help refine the automatic transponder/plate pairing process and the marketing partnerships with Virgin Holiday. The program plans to be extended to June 2020. Rental car customers are excited about the convenience and significant fee savings that Visitor Toll Pass provides!

RECOGNITION

Wekiva Parkway – 2019 Toll Excellence Award

The International Bridge, Tunnel and Turnpike Association (IBTTA) announced that the Central Florida Expressway Authority (CFX), Florida Department of Transportation – District Five (FDOT), and Florida's Turnpike Enterprise (FTE) - have been jointly awarded the 2019 Toll Excellence Award for Social Responsibility for their work helping to protect the wildlife and other natural resources surrounding the Wekiva River, a National Wild and Scenic River and Outstanding Florida Waterway, during development of the 25-mile Wekiva Parkway.

Wekiva Parkway - FTBA Best in Construction Award for 2019

The Wekiva Parkway System Interchange at SR 429 & SR 453 received a Florida Transportation Builders Association Best in Construction Award for 2019. Southland Construction was the prime contractor.

Wekiva Parkway – ACEC-FL Engineering Excellence Award

The American Council of Engineering Companies of Florida announced that the Wekiva Parkway Systems Interchange, designed by Atkins North America, Inc. received a 2019 Grand Engineering Excellence Award. ACEC-FL's Engineering Excellence Awards acknowledges Florida engineering firms for their ground-breaking applications and intricate projects.

Excellence in Financial Reporting

The Government Finance Officers Association presented the Certificate of Achievement for Excellence in Financial Reporting to CFX for the fourteenth consecutive year. Congratulations to the Accounting and Finance Department for a job well done!

Reload Lanes IBTTA Certificate of Merit

The International Bridge Tunnel and Turnpike Association awarded CFX a Certificate of Merit for CFX Reload Lanes for contributing to the advancement of the worldwide toll industry.

TRANSPORTATION PARTNERSHIPS

COMPTO

The 48th Annual National Meeting and Training Conference for Minority Transportation Officials was held in Tampa from July 12 to 16. I joined Joe Waggoner, Executive Director of the Tampa Hillsborough Expressway Authority; Nat Ford, CEO of Jacksonville Transportation Authority and Chris Tomlinson, Executive Director of Georgia State Road and Tollway Authority at the Conference to provide an educational presentation on agency leadership.

Pinellas County Public Works

The Pinellas County Public Works Department asked CFX to provide a presentation on project coordination and partnerships at its most recent quarterly meeting on July 26. I invited Joe Waggoner, Tampa Hillsborough Expressway Authority to join me to provide a local perspective to the subject matter. The presentations focused on private and public partnerships, community collaboration and funding strategies.

Metroplan

CFX participated in Metroplan's Strategic Planning Workshop facilitated by the Florida Institute of Government at UCF & Cambridge Systematics on July 10, 2019

PRESENTATIONS

- June 19: Women's Council of Realtors of North Lake
- June 26: MetroPlan Community Advisory Council - Northeast Connector Expressway Extension
- June 26: MetroPlan Community Advisory Council – CFX Overview
- June 27: MetroPlan Technical Advisory Committee - Northeast Connector

Expressway Extension
 July 16: Rotary Club of Winter Springs
 July 26: Pinellas County Municipal Public Works Directors Meeting
 July 28-30: IBTTA Communication and Change Management Summit
 August 7: Meridian Group Presentation

MEETINGS

June 14: International Infrastructure Delegation from Paraguay
 June 18: Florida Public Relations Association Board
 June 19: Greater Orlando Aviation Authority Board
 June 19: I-4 Ultimate Public Involvement Coordination Project Management
 June 21: Four Corners 2045 Long Range Transportation Plan Technical Advisory Committee
 June 24: City of Orlando State of the City Address
 June 25: Orlando Economic Partnership Young Professional Panel
 June 26: Lake-Sumter Metropolitan Planning Organization Board
 June 27: Lake/Orange County Connector Public Hearing
 June 27: Lake Kehoe HOA Meeting Update on SR 408 widening project
 June 27: LYNX Governing Board
 June 27: 2019 Florida Automated Vehicle Summit Technical Working Group
 June 28: MetroPlan Transportation Systems Management & Operations Committee
 June 28: MetroPlan Technical Advisory Committee
 July 10: MetroPlan Governing Board
 July 11: TEAMFL Board
 July 15-18: Autonomous Vehicle Summit Orlando 2019
 July 17: Ultimate I-4 Public Involvement Coordination working group
 July 18: U.S. Department of Transportation Multi-Modal Automated Vehicle Listening Session
 July 19: 360 Learning: Tour of News 13
 July 22: 2019 Florida Automated Vehicle Summit Leadership Working Group
 July 24: East Orange Chamber of Commerce
 July 24: Lake Nona Chamber of Commerce
 July 25: LYNX Governing Board
 July 25: Meeting with GOAA and Costa Communication re: 528/436
 July 26: Orlando Bicycle Beltway Downtown Gap Study – Project Vision
 July 29: MetroPlan Legislative Liaison’s Roundtable
 July 31: Cooperative Automated Transportation Coalition Infrastructure-Industry Working Group
 August 1: South Lake Chamber
 August 1: West Orange Chamber Connections
 August 6: Central Florida Automated Vehicle Partners

EVENTS

June 21: Doing Business in Lake County
 June 22: City of Orlando Mascot Games
 July 18: Valencia College Poinciana Block Party
 August 3: Back to School Expo at Seminole Towne Center

PERFORMANCE DASHBOARD

MAY 2019

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center	9,328	9,616	2:29	<5m

SERVICE CENTER: MINUTE INTERVALS <5 ■ 5-6 ■ 6-7 ■ 7-8 ■ 8-9 ■ 9+ ■

	Actual	6 mo. Avg	Monthly Avg. Wait Time	Target
Call Center	102,083	109,805	0:47	<1m

CALL CENTER: % MINUTE INTERVALS <1 ■ 1-3 ■ 3-5 ■ 5+ ■

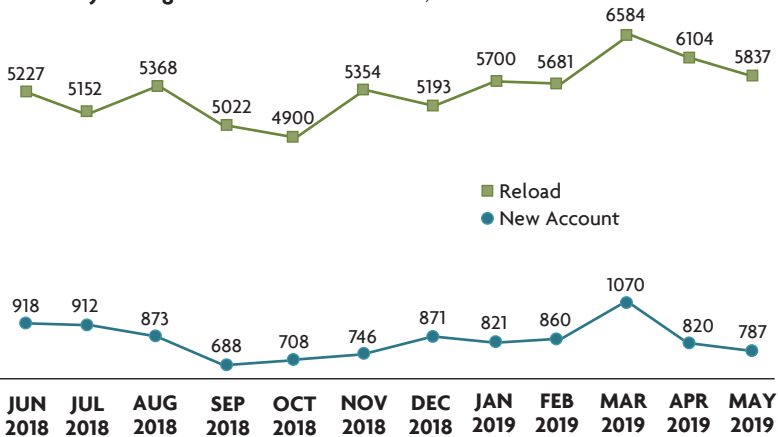


WRONG WAY DRIVING (WWD)

Month	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Total Vehicles Detected	22	14	15	11	12	14	10	16
Documented Turn Arouds	19	13	14	9	10	10	10	15

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 840 E-PASS sales and 5,510 E-PASS account reloads



PROGRESS OF MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 408/SR 417 Interchange (Phase II)	\$66.8	\$56.2	77%	84%	█	December 2019
SR 408 Widening from SR 417 to Alafaya Trail	\$78.0	\$64.6	84%	83%	█	October 2019
SR 417 Widening from Econlockhatchee to Seminole Co.	\$44.4	\$18.7	44%	42%	█	June 2020
Toll System Replacement	\$54.4	\$29.2	65%	54%	█	July 2021

LEGEND: % Time - % Spent ≤ 10 █ 11-20 █ ≥ 21 █

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$452.1	\$434.9	4%
OM&A Expenses	\$73.2	\$78.0	6%
Net Revenue	\$218.7	\$195.1	12%

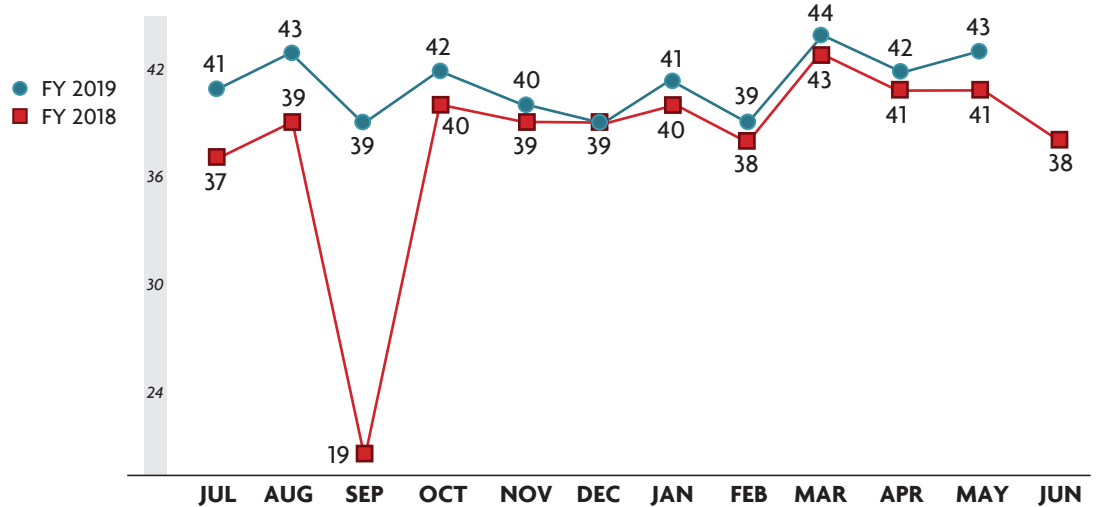
LEGEND: >/= 0 █ -0.1 to -10 █ </= -10 █

DEBT SERVICE

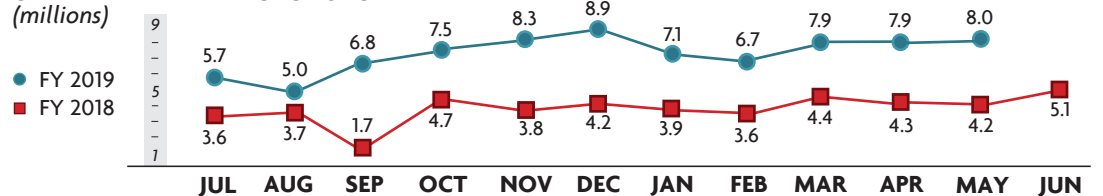
FY to Date	Actual	Budget
Senior Lien	2.40	2.28
Subordinate Lien	2.30	2.18

LEGEND: >1.45 █ <1.21 to 1.44 █ </= 1.2 █

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



UNPAID IN LANE TRANSACTIONS (millions)



PERFORMANCE DASHBOARD

JUNE 2019

Fiscal year runs from July 1-June 30

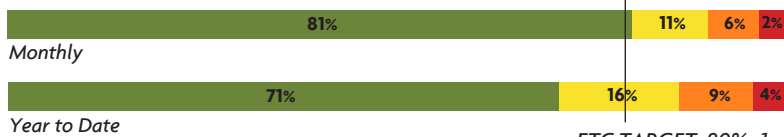
CUSTOMER SERVICE

Service Center	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center	6,467	9,436	2:30	<5m

SERVICE CENTER: MINUTE INTERVALS <5 ■ 5-6 ■ 6-7 ■ 7-8 ■ 8-9 ■ 9+ ■

Call Center	92,725	109,800	0:43	<1m
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CALL CENTER: % MINUTE INTERVALS <1 ■ 1-3 ■ 3-5 ■ 5+ ■



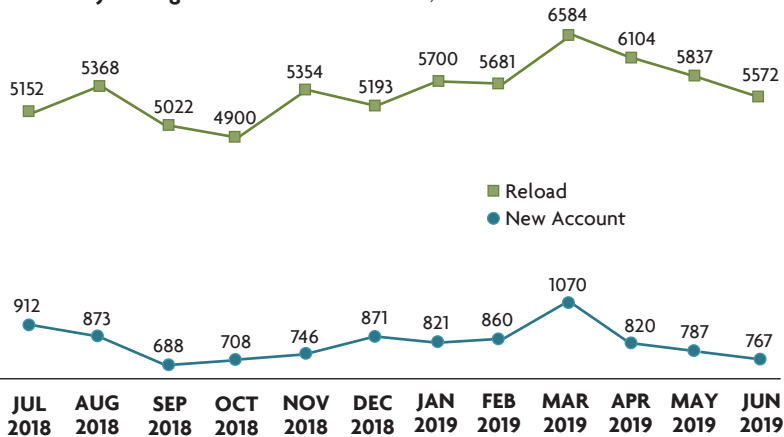
FTC TARGET: 80% <1m

WRONG WAY DRIVING (WWD)

Month	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Total Vehicles Detected	14	15	11	12	14	10	16	14
Documented Turn Arouds	13	14	9	10	10	10	15	13

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 827 E-PASS sales and 5,539 E-PASS account reloads



PROGRESS OF MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 408/SR 417 Interchange (Phase II)	\$66.8	\$57.3	80%	86%	█	January 2020
SR 408 Widening from SR 417 to Alafaya Trail	\$78.0	\$66.7	88%	86%	█	November 2019
SR 417 Widening from Econlockhatchee to Seminole Co.	\$44.4	\$19.9	48%	49%	█	June 2020
Toll System Replacement	\$54.4	\$29.5	66%	54%	█	July 2021

LEGEND: % Time - % Spent ≤ 10 █ 11-20 █ ≥ 21 █

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$494.5	\$474.3	4%
OM&A Expenses	\$85.3	\$94.4	10%
Net Revenue	\$233.1	\$202.8	15%

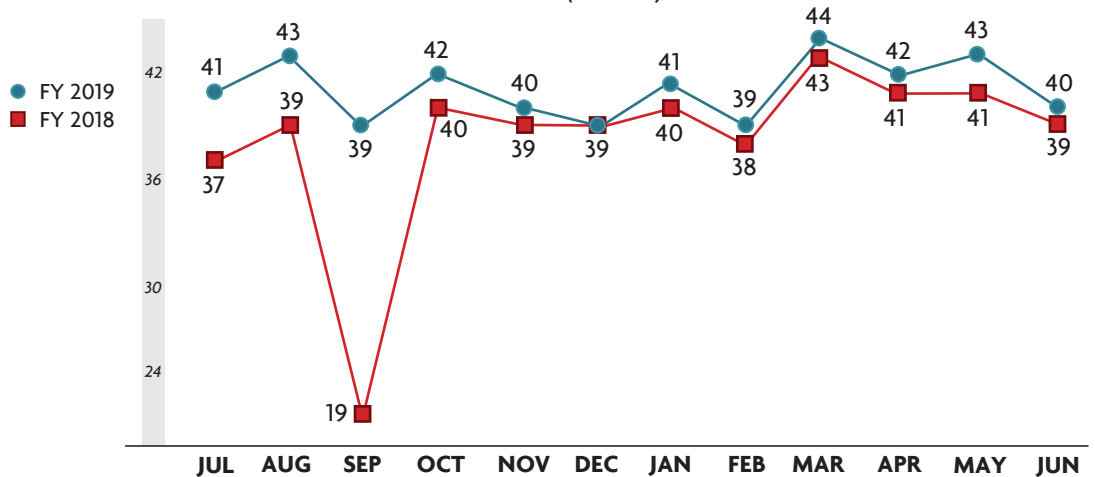
LEGEND: >/= 0 █ -0.1 to -10 █ </= -10 █

DEBT SERVICE

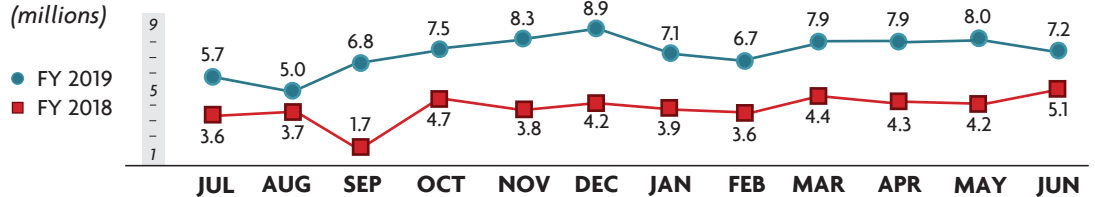
FY to Date	Actual	Budget
Senior Lien	2.46	2.28
Subordinate Lien	2.36	2.18

LEGEND: >1.45 █ <1.21 to 1.44 █ </= 1.2 █

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



UNPAID IN LANE TRANSACTIONS (millions)



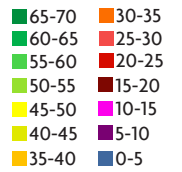
*All year-end accruals were not completed at the time this report was prepared; therefore, it does not reflect the final amounts that will be reported in our financial statements for the fiscal year ended June 30, 2019.

TRAFFIC CONGESTION HEAT MAPS

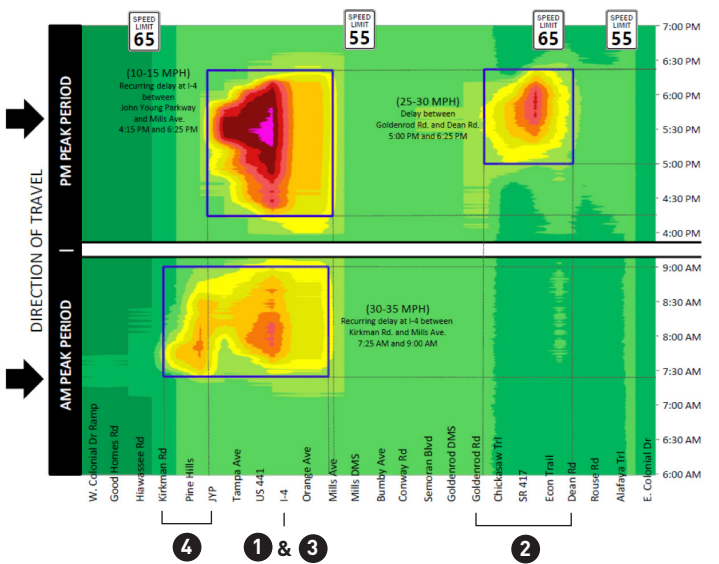
A Quarterly Update

April - June 2019

Map Scale in Miles Per Hour



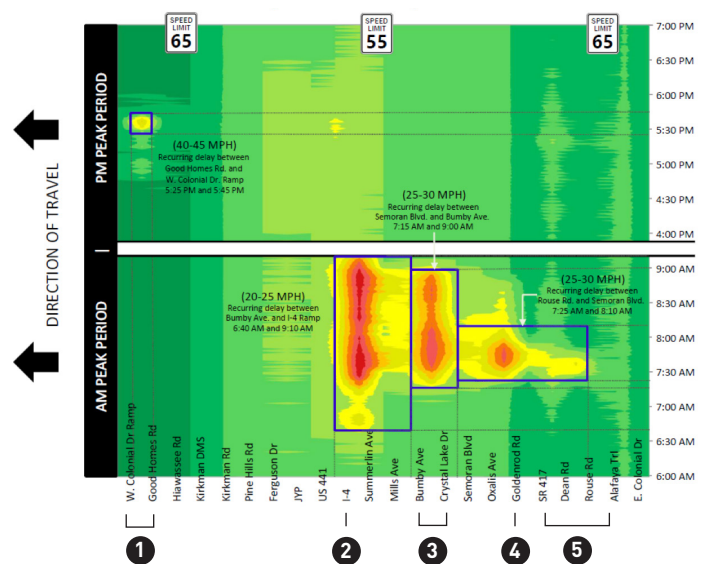
SR 408 Eastbound



Projects:

- (AM) Construction underway – widen the SR 408 mainline through the I-4 interchange part of I-4 Ultimate. Completion late 2021.
- Construction underway – widen the SR 408 mainline between SR 417 and Alafaya Trail. Completion Fall 2019.
- (PM) Construction underway – widen the SR 408 mainline through the I-4 interchange part of I-4 Ultimate. Completion late 2021.
- Monitoring monthly - Friction due to eastbound SR 408 transitioning from 4 lanes to 3 lanes between Pine Hills Mainline Plaza and John Young Parkway.

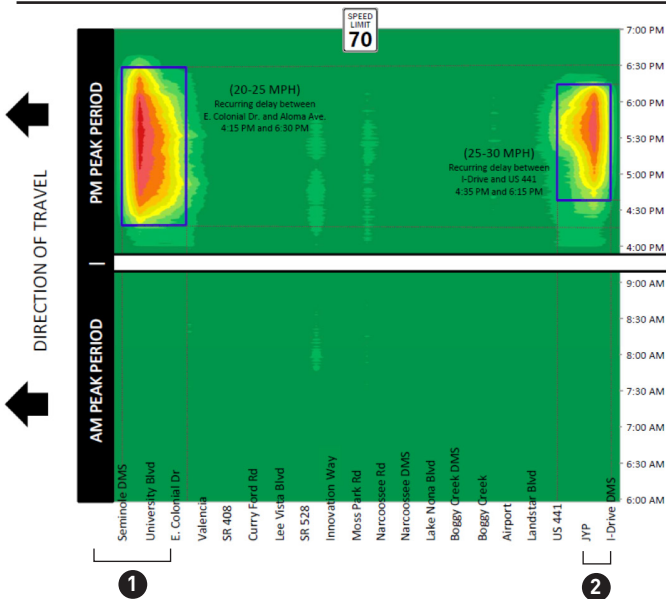
SR 408 Westbound



Projects:

- SR 408 Westbound transitions from 3 lanes to 2 lanes at the jurisdictional limit with Florida's Turnpike Enterprise west of Colonial Drive ramps.
- Construction underway – widen the SR 408 mainline through the I-4 interchange part of I-4 Ultimate. Completion late 2021.
- Monitoring monthly – Friction due to westbound SR 408 transitioning from 5 lanes to 4 lanes between Crystal Lake Drive and Bumby Avenue.
- Monitoring monthly – Friction due to westbound SR 408 transitioning back to 4 lanes following lane drops of westbound entrance ramps from Chickasaw Trail and Goldenrod Road.
- Construction underway – widen the SR 408 mainline between SR 417 and Alafaya Trail. Completion Fall 2019.

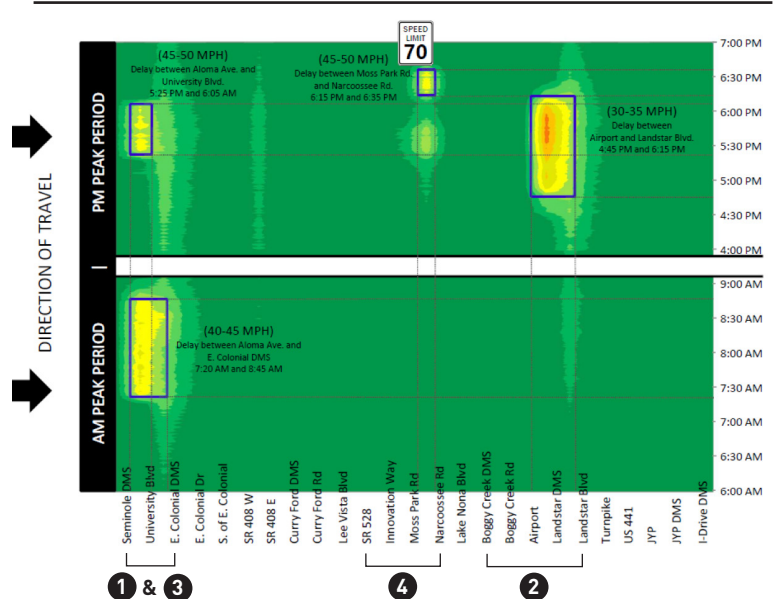
SR 417 Northbound



Projects:

- Construction underway – widen SR 417 from Econlockhatchee Trail to Aloma Avenue. Completion Summer 2020.
- Design underway – widen SR 417 from International Drive to John Young Parkway. Construction completion 2022.

SR 417 Southbound



Projects:

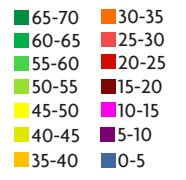
- (AM) Construction underway – widen SR 417 from Econlockhatchee Trail to Aloma Avenue. Completion Summer 2020.
- Design underway – widen SR 417 from Landstar Boulevard to Boggy Creek Road. Construction completion 2022.
- (PM) Construction underway – widen SR 417 from Econlockhatchee Trail to Aloma Avenue. Completion Summer 2020.
- Design underway – widen SR 417 from Narcoossee to SR 528. Construction completion 2023.

TRAFFIC CONGESTION HEAT MAPS

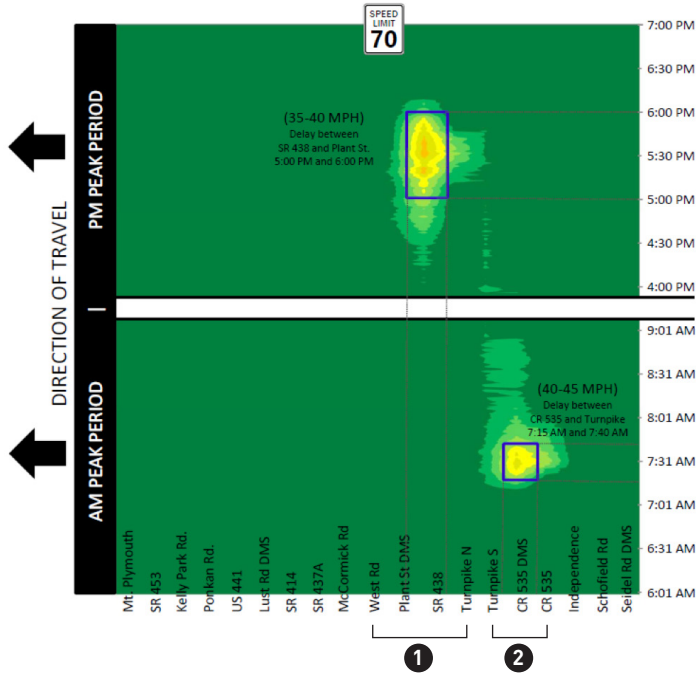
A Quarterly Update

April - June 2019

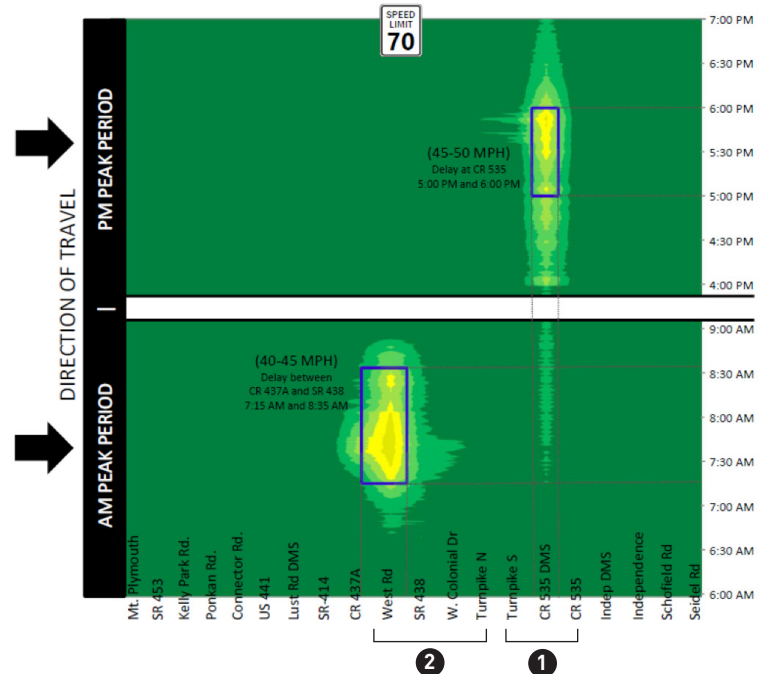
Map Scale in Miles Per Hour



SR 429 Northbound



SR 429 Southbound



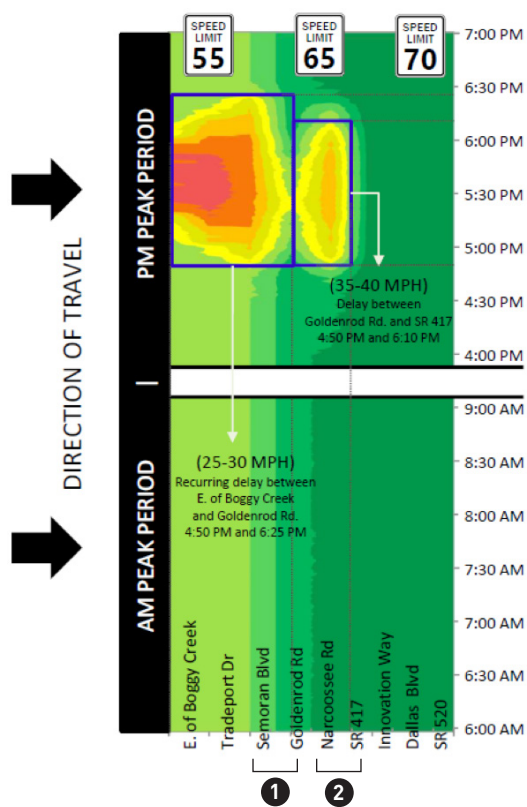
Projects:

1. Design underway – widen SR 429 from *Florida's Turnpike* to *West Road*. Construction completion 2023.
2. Design start Summer 2019 – widen SR 429 from *CR 535* to *Florida's Turnpike*. Construction completion 2022.

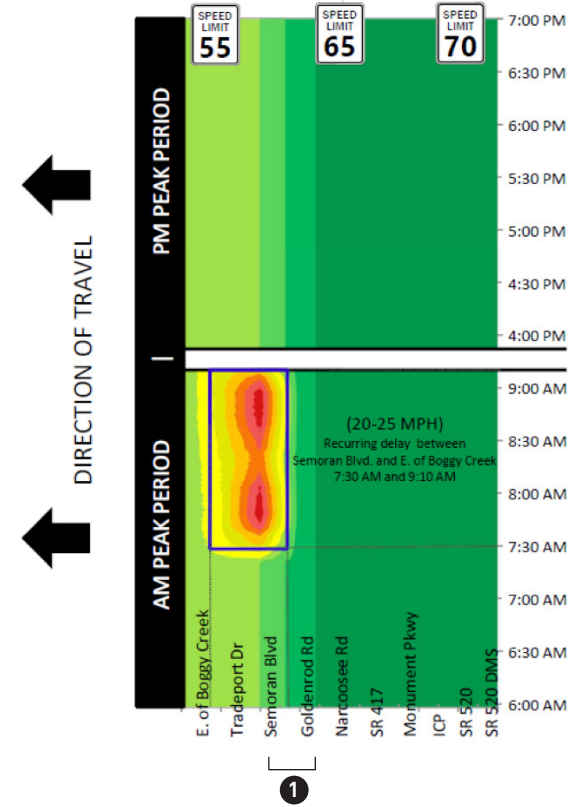
Projects:

1. Design start Summer 2019 – widen SR 429 from *CR 535* to *Florida's Turnpike*. Construction completion 2022.
2. Design underway – widen SR 429 from *Florida's Turnpike* to *West Road*. Construction completion 2023.

SR 528 Eastbound



SR 528 Westbound



Projects:

1. Design underway – widen SR 528 from *Semorán Boulevard* to *Goldenrod Road*. Construction completion 2022.
2. Design start 2020 – widen SR 528 from *Narcoossee Road* to *SR 417*. Construction completion 2022.

Projects:

1. Design underway – widen SR 528 from *Semorán Boulevard* to *Goldenrod Road*. Construction completion 2022.

F. 1.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a bold, sans-serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The text is contained within a white rectangular box with orange horizontal bars above and below it.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

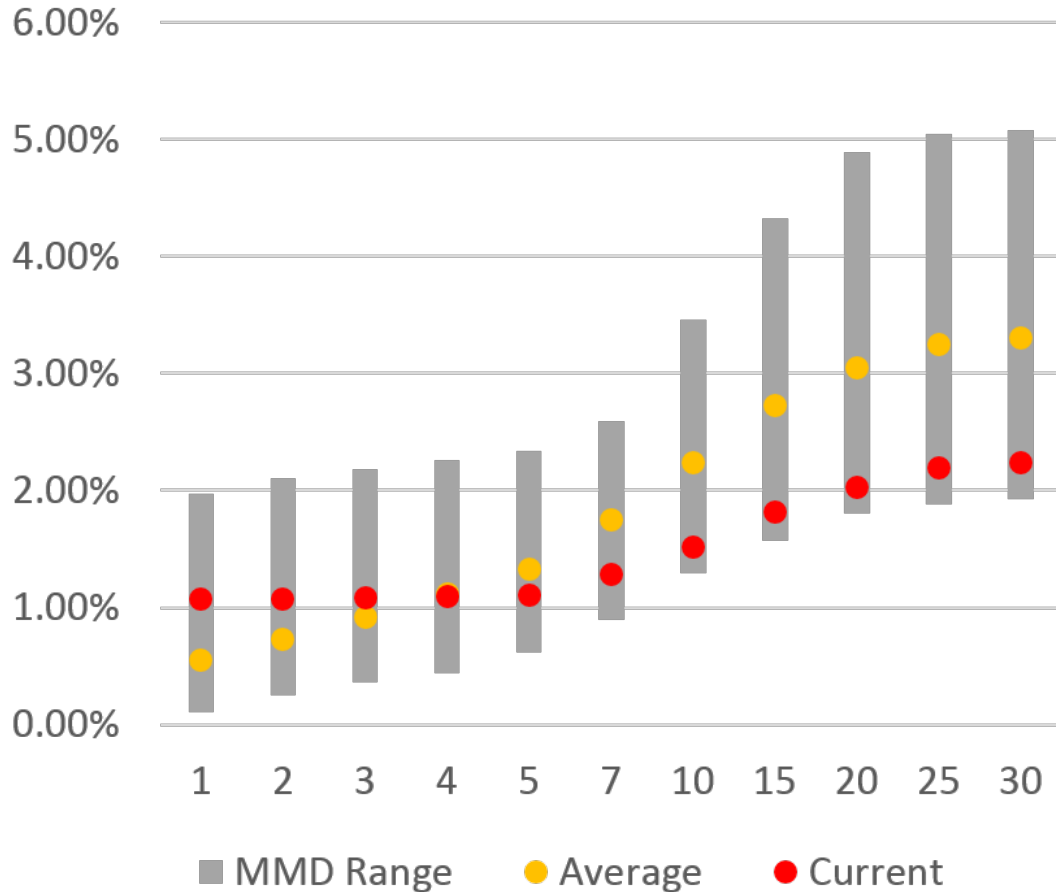
Upcoming Bond Issuances

Lisa Lumbard, CFO and Brent Wilder, PFM Financial Advisors LLC

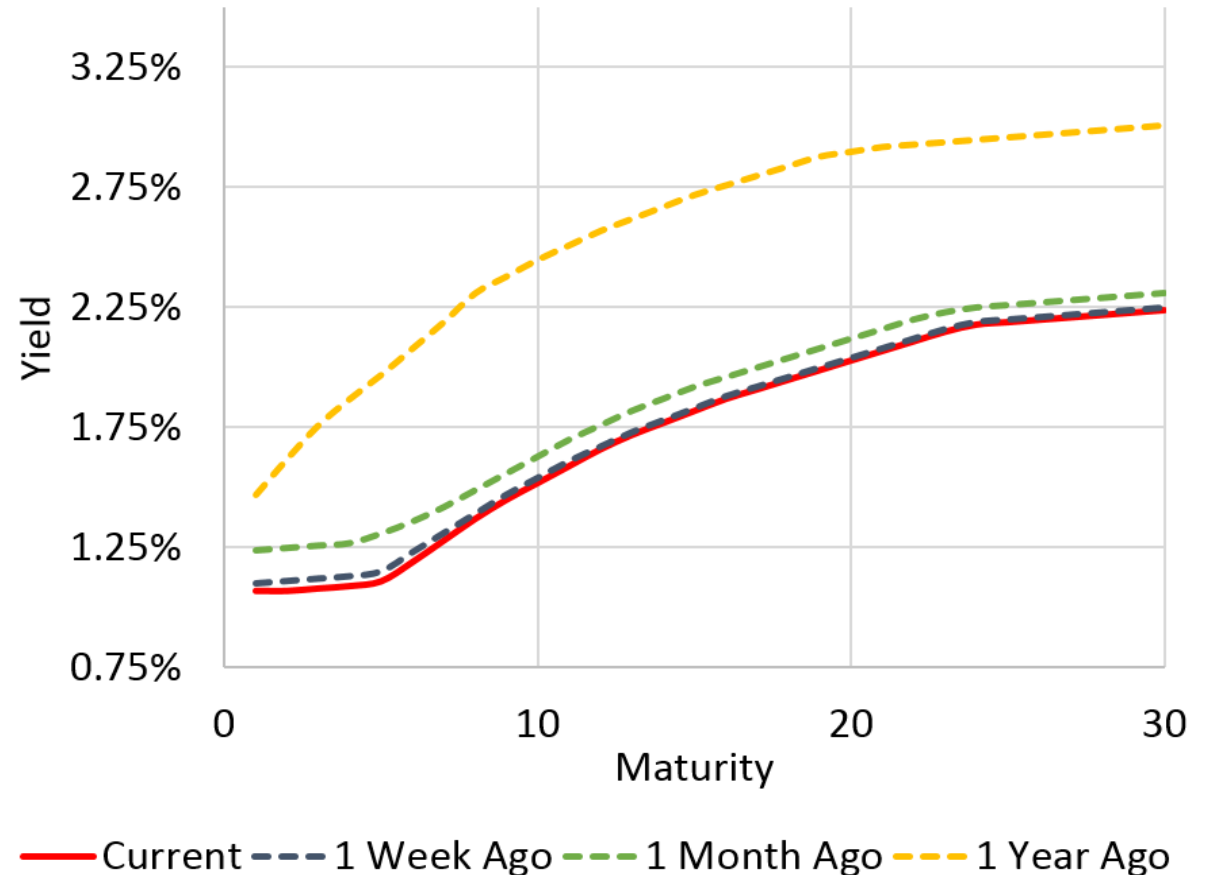
— August 8, 2019 —

Municipal Market Overview

MMD Ranges Over Past 10 Years



AAA MMD G.O. Curve



July 31st Federal Open Market Committee Meeting

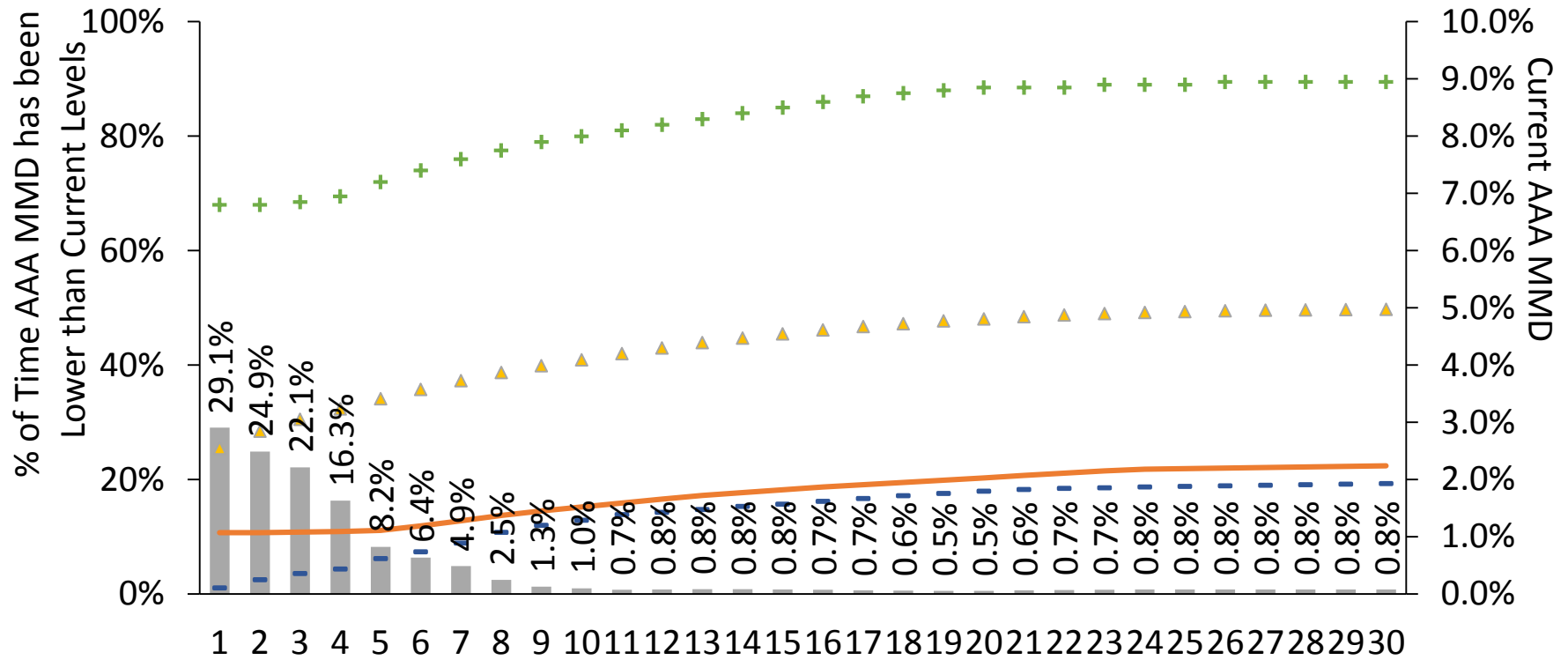
The Federal Reserve **lowered the federal funds target rate by 25 bps**, cutting interest rates for the first time in over a decade, and announced the FOMC will conclude the reduction of its balance sheet this August, two months earlier than previously indicated.

Federal Reserve Chairman Jerome Powell described how **reducing the target rate to 2.00% – 2.25%** was to “insure against downside risks” but also described the nature of the cut as a “mid-cycle adjustment to policy.”

Later in the press conference, Powell remarked, “**It’s not the beginning of a long series of rate cuts...I didn’t say it’s just one [cut].**”

AAA MMD Over Time

% Of Time AAA MMD Has Been Lower Since 1986 (Left Axis)
07/31/2019 AAA MMD Curve (Right Axis)



- % Time Less than Current (Left Axis)
- Current Yield (Right Axis)
- + Maximum Rate (Right Axis)
- Minimum Rate (Right Axis)
- ▲ Average Rate (Right Axis)

Source: Refinitiv (formerly Thomson-Reuters)



Poinciana Parkway

- Became a non-system asset in January 2019 (via Amended & Restated Lease-Purchase Agreement with Osceola County)
- Partially financed with bonds issued by Osceola County
 - Expressway System Senior Lien Revenue Bonds Series 2014
 - State Infrastructure Bank Loan
 - All debt secured by revenues of the Poinciana Parkway
- The Project Development and Environment Study for the Poinciana Parkway Extension is currently in process by CFX



Poinciana Parkway



- CFX will issue senior lien bonds to acquire Poinciana Parkway from Osceola County
- Estimated issuance of \$90-110 million
- Refinancing of Osceola County Series 2014 Bonds as system project expected to result in net present value savings

Planned Future Debt Issues

- Approved FY 2020-2024 Five-Year Work Plan is over \$2.5 billion
- CFX anticipates debt financing \$1.4 billion or 54% of the Five-Year work plan

Future Debt Issuances	Dated Date	Par Amount
Series 2020 Revenue Bonds	7/1/2020	\$155 MM
Series 2021 Revenue Bonds	7/1/2021	\$521 MM
Series 2022 Revenue Bonds	7/1/2022	\$499 MM
Series 2023 Revenue Bonds	7/1/2023	\$284 MM

Method of Sale & Underwriter Recommendation

- Due to the intricacies of the transaction associated with Poinciana Parkway, specifically the complexity of the escrow and incorporating a non-system asset into the CFX system, a **negotiated sale is recommended**.
- To achieve cost and time savings efficiencies, the new money and refunding transactions may be issued as **two series within a single debt issuance**.
- Per the Debt Policy, the senior underwriter for a negotiated transaction may be selected according to the results of the most recent RFP for underwriting services and transactions will be **assigned based on final ranking**.

Recommended Motion

Authorization to issue revenue bonds for the acquisition of Poinciana Parkway and accelerate a new money issuance of up to \$500 million via negotiated sale.

F. 2.

The logo for the Central Florida Expressway Authority is centered in the upper half 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 pillars and green grassy embankments under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Concept, Feasibility and Mobility Study of the Northeast Connector Expressway Extension

Glenn Pressimone, Chief of Infrastructure / Ralph Bove, Volkert, Inc.

— August 8, 2019 —

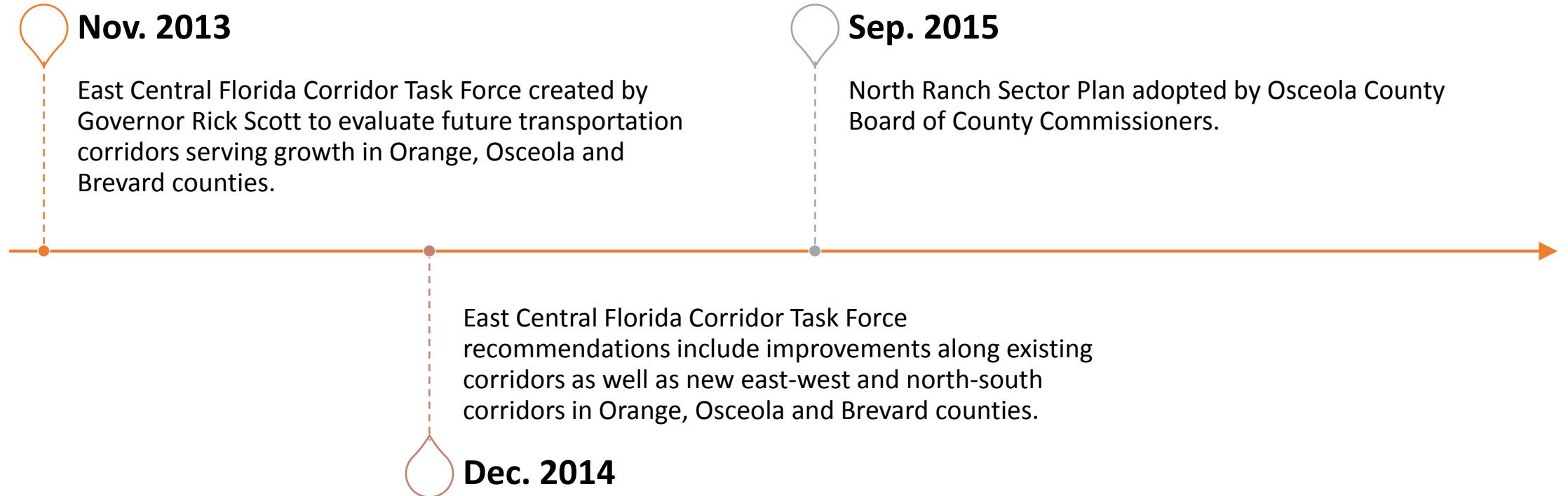
Background and History

CFX agreed to conduct a concept study for a new limited access roadway corridor in east central Florida as part of the purchase and sale agreement with Farmland Reserve and Suburban Land Reserve for the acquisition of additional right-of-way along State Road 528.



This right-of-way allows for the eventual eight-lane build-out of SR 528, accommodates the proposed Intercity Passenger Rail between Miami and Orlando and preserves a corridor along SR 528 for future multimodal use.

Background and History





Purpose and Need

Traditional factors:

- Capacity and mobility needs
- Safety
- Systems continuity
- Consistency with adopted plans and programs
- Social demands and economic development

Unique factors:

- Study area largely undeveloped
- Year 2080 plan for land-use, transportation and conservation in Osceola County
- Zonal structure and socio-economic data not well-defined
- Land-use restrictions/limitations east of Econ River in Orange County

Project Goals

IMPROVE

connections to existing corridors

- SR 50
- SR 520
- SR 528
- US 192

ENHANCE

mobility of growing population and economy

- Long-term planning efforts
- ECFC Task Force
- Northeast District
- North Ranch Sector Plan
- Harmony
- Viera

PROVIDE

for incorporation of transit options













- Local, state and regional plans
 - CFX Master Plan
 - ECFC Task Force
 - Osceola County
 - MPO Alliance
- Close coordination with future land-use development

PROMOTE

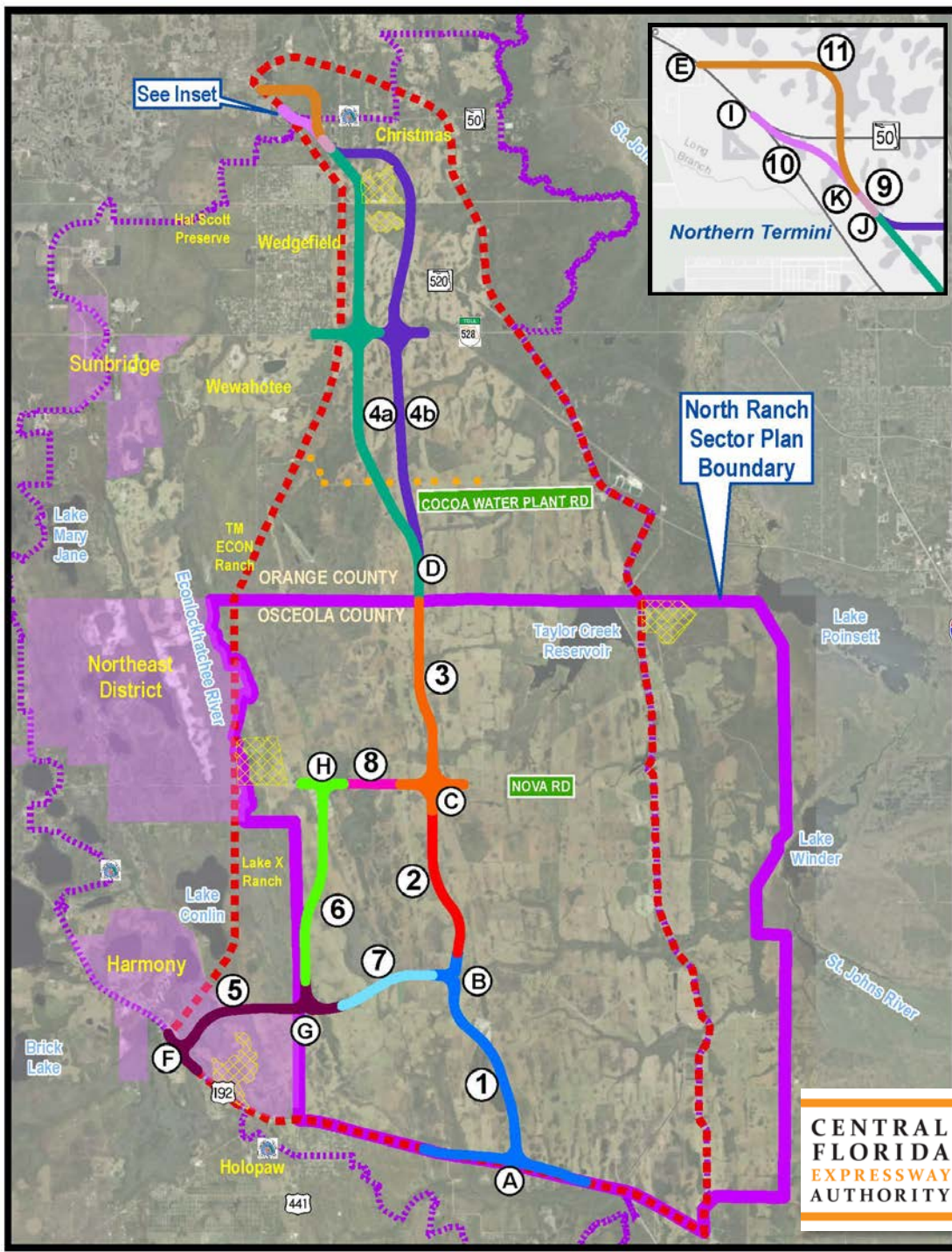
regional system connectivity

- Current and long-term
 - OCX Master Plan
 - Northeast Connector Expressway
 - Future corridors

Alternatives Considered

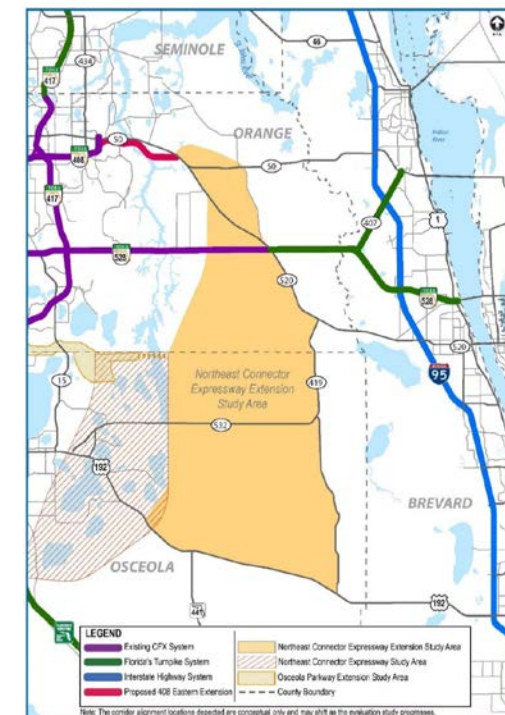
 Segment 1	 Segment 6
 Segment 2	 Segment 7
 Segment 3	 Segment 8
 Segment 4a	 Segment 9
 Segment 4b	 Segment 10
 Segment 5	 Segment 11

	Segments										
Alternative 1	1	2	3	4a	9	10					
Alternative 2	1	2	3	4a	9	11					
Alternative 3	1	2	3	4b	9	10					
Alternative 4	1	2	3	4b	9	11					
Alternative 5	5	6	8	3	4a	9	10				
Alternative 6	5	6	8	3	4a	9	11				
Alternative 7	5	6	8	3	4b	9	10				
Alternative 8	5	6	8	3	4b	9	11				
Alternative 9	5	7	2	3	4a	9	10				
Alternative 10	5	7	2	3	4a	9	11				
Alternative 11	5	7	2	3	4b	9	10				
Alternative 12	5	7	2	3	4b	9	11				

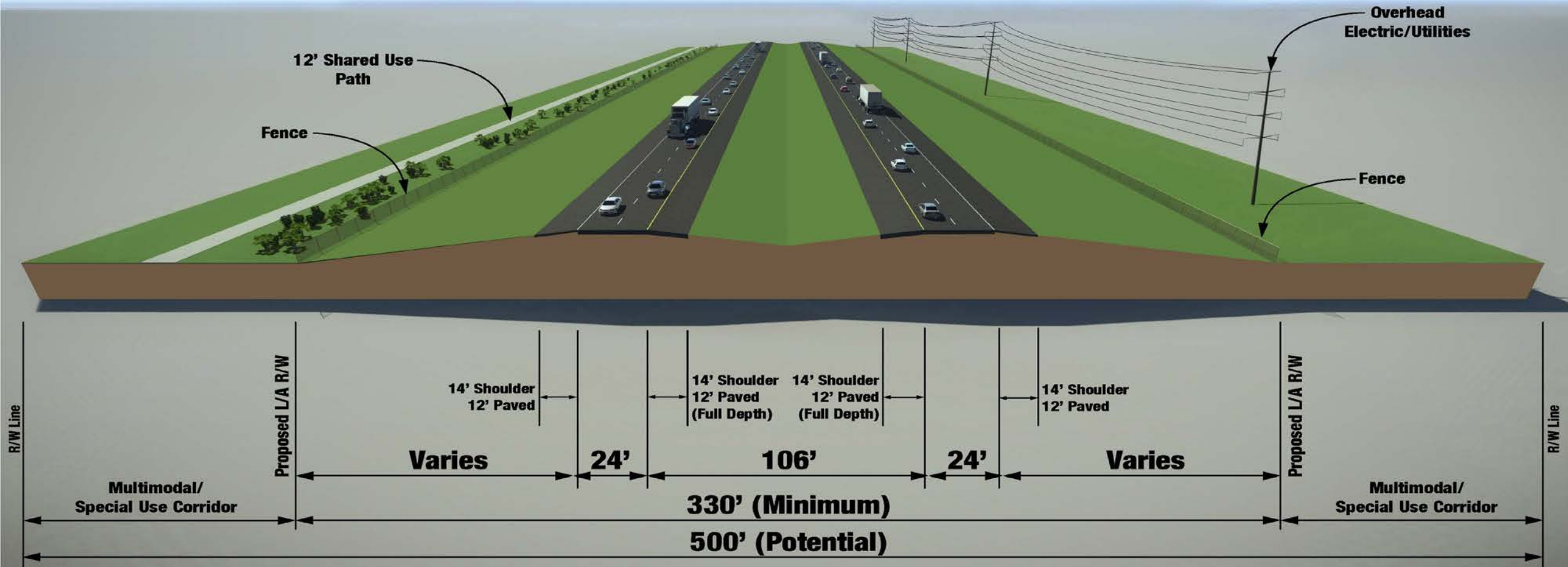


Northeast Connector Expressway Extension Overview

- Project orientation is north-south
 - US 192 to SR 50/SR 520
 - Consistent with North Ranch and Task Force
- Alternative US 192 terminus at Harmony
 - Flexibility to connect to NEC and Turnpike
- Connections to future east-west corridors
 - Osceola Parkway Extension
 - Corridor F (Nova Road) to I-95
- Northern terminus in the area of SR 50 and SR 520
- Interchange locations
 - US 192, Corridor F (Nova Road), SR 528

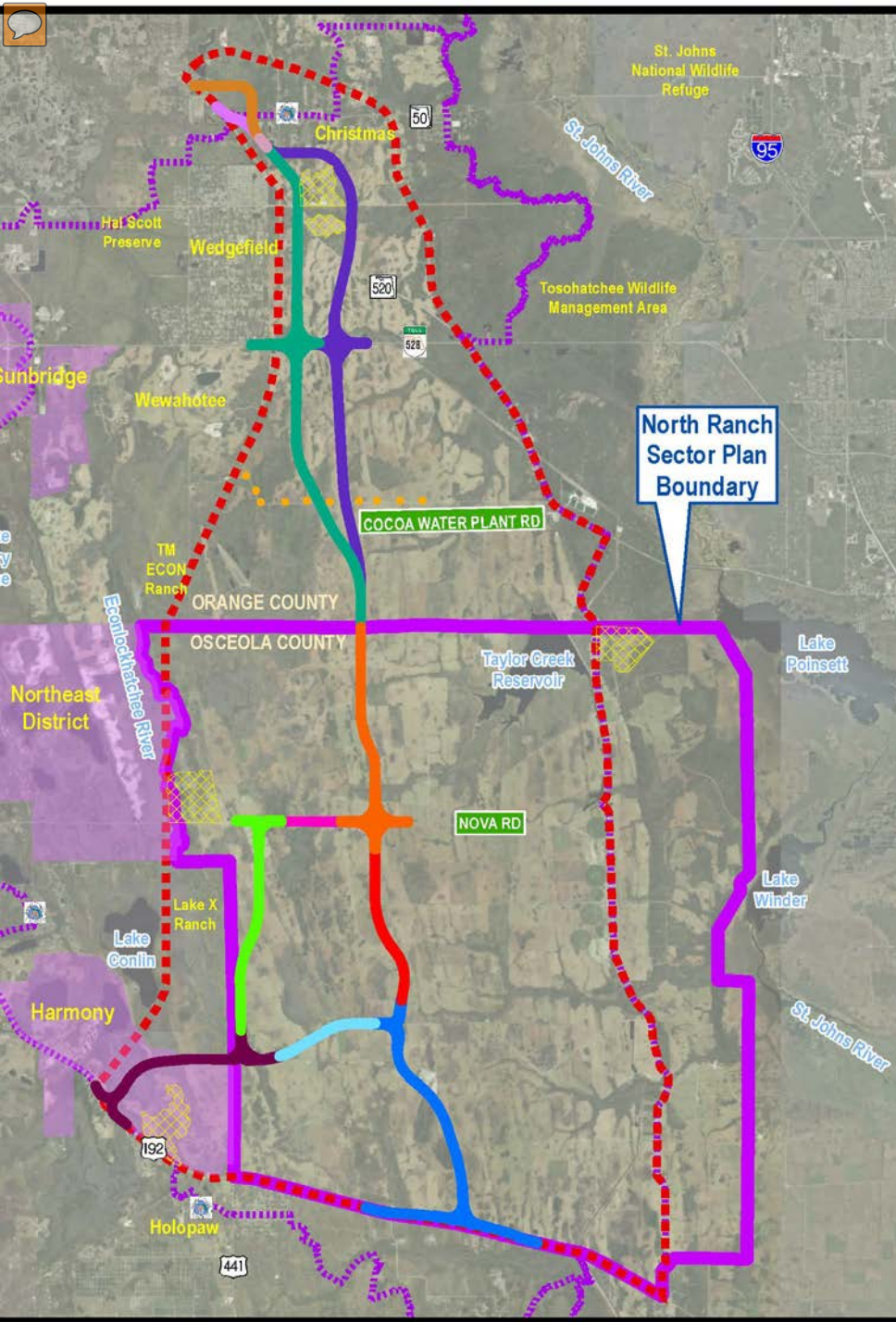


Proposed Typical Section



Public Involvement / Agency Coordination





Northeast Connector Expressway Extension

- Project length: 37 to 41 miles
- Right-of-way: 2,242 to 2,485 acres
- Wetlands: 461 to 854 acres
- Floodplains: 790 to 1,446 acres
- Conservation areas: 50 to 345 acres
- Federal and State-listed species
- Estimated project costs: \$2.0B to \$2.8B



Recommended Motion

Acceptance of findings for the Concept, Feasibility & Mobility Study of the Northeast Connector Expressway Extension.

F. 3.

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 4.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire image is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

VISITOR TOLL PASS™ PILOT

Jim Greer, Chief of Technology/Operations

— August 8, 2019 —

PILOT PROJECT



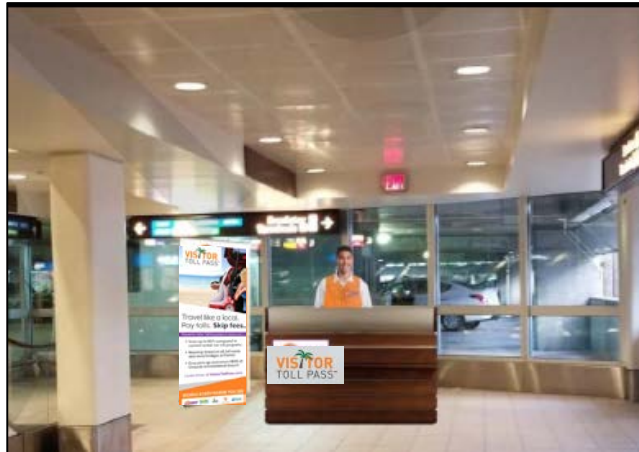
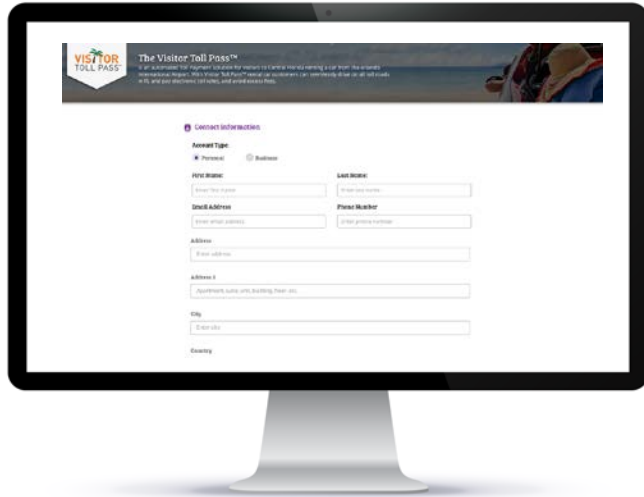
The Visitor Toll Pass™ is a *new* automated toll payment solution for visitors to Central Florida renting a car from the Orlando International Airport (OIA).

E-PASS FOR VISITORS



- Pilot project with the Greater Orlando Aviation Authority
- Operational 7 days a week: 8 a.m. to 12 a.m.
- Open to any customer using a credit card traveling through Orlando International Airport and renting a car

HOW VISITOR TOLL PASS™ WORKS



- **STEP 1:** Reserve Visitor Toll Pass™ via online or in person <https://www.visitortollpass.com/>
- **STEP 2:** Pick-Up Visitor Toll Pass™ at Orlando International Airport
- **STEP 3:** Hang the Visitor Toll Pass™ from rearview mirror
- **STEP 4:** Explore & Enjoy!
- **STEP 5:** Return Visitor Toll Pass™ at an Orlando International Airport drop box or by mail
- **STEP 6:** Tolls will be charged to reserved credit card

CUSTOMER BENEFITS

Offers visitors a chance to travel like a local while saving



- No third party provider fees
- Customers receive E-PASS rate
- Save as much as 80% compared to current rental car toll programs
- No registration fees



- No stopping to pay cash
- Use Visitor Toll Pass™ in express lanes for nonstop travel
- Customers receive timely invoice
- Electronic sign up & communication

HOW ARE WE DOING?

Total # of Customers Since Launch

4,812

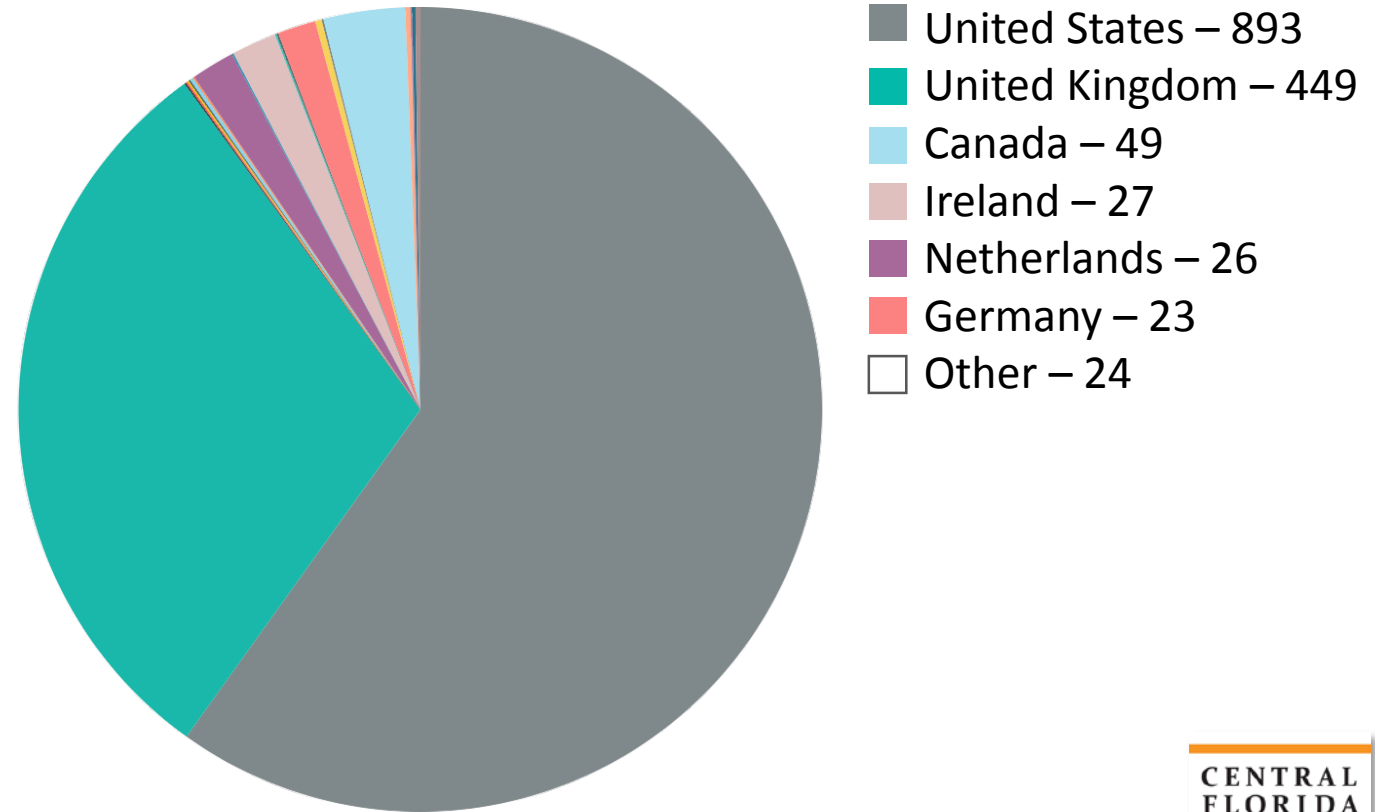
Total # of Transactions

48K

Average Length of Stay

6.77 days

Top Countries of Origin per Reservation

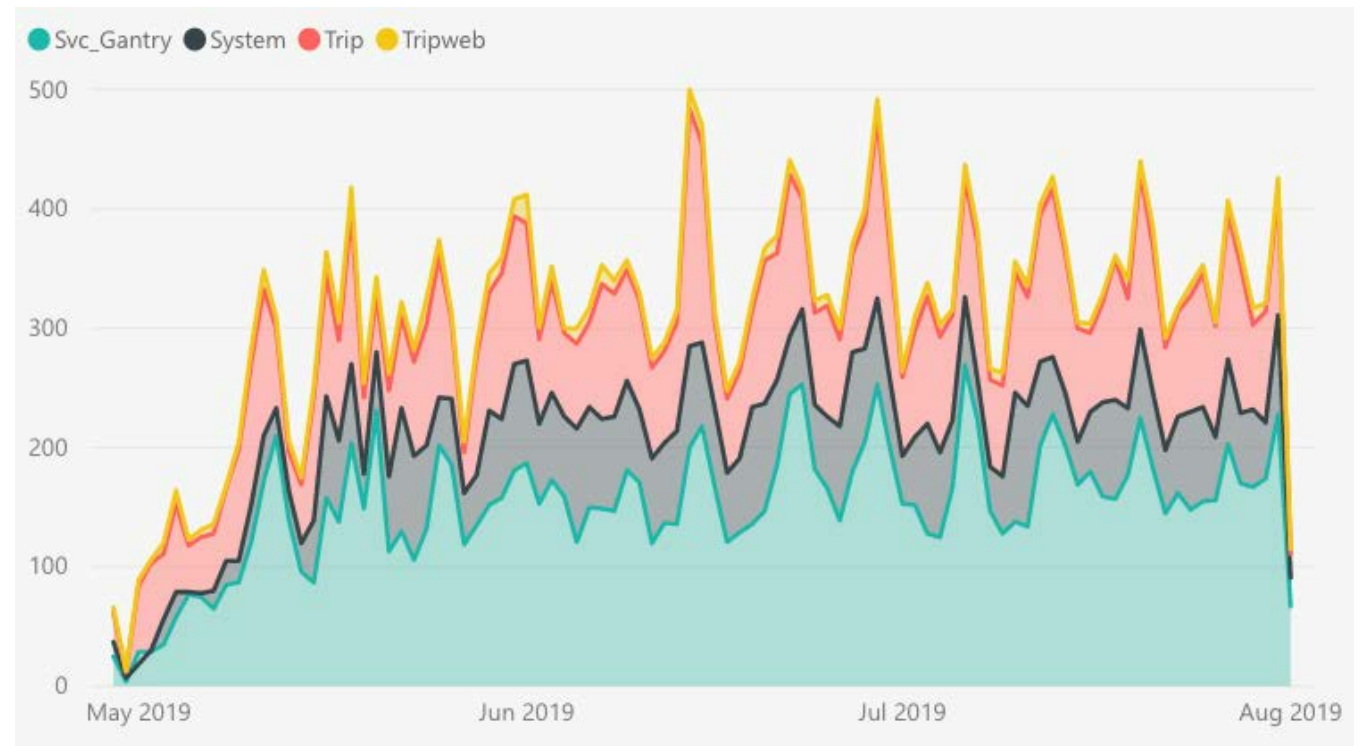


HOW ARE WE DOING?

Walk Up
70%

Pre-registered
30%

Email Communications with Customers



WHAT OUR CUSTOMERS ARE SAYING

546 customer survey responses received between May 31st and July 31st

99.5% would recommend Visitor Toll Pass to other visitors

86% did not need to contact customer service for any reason

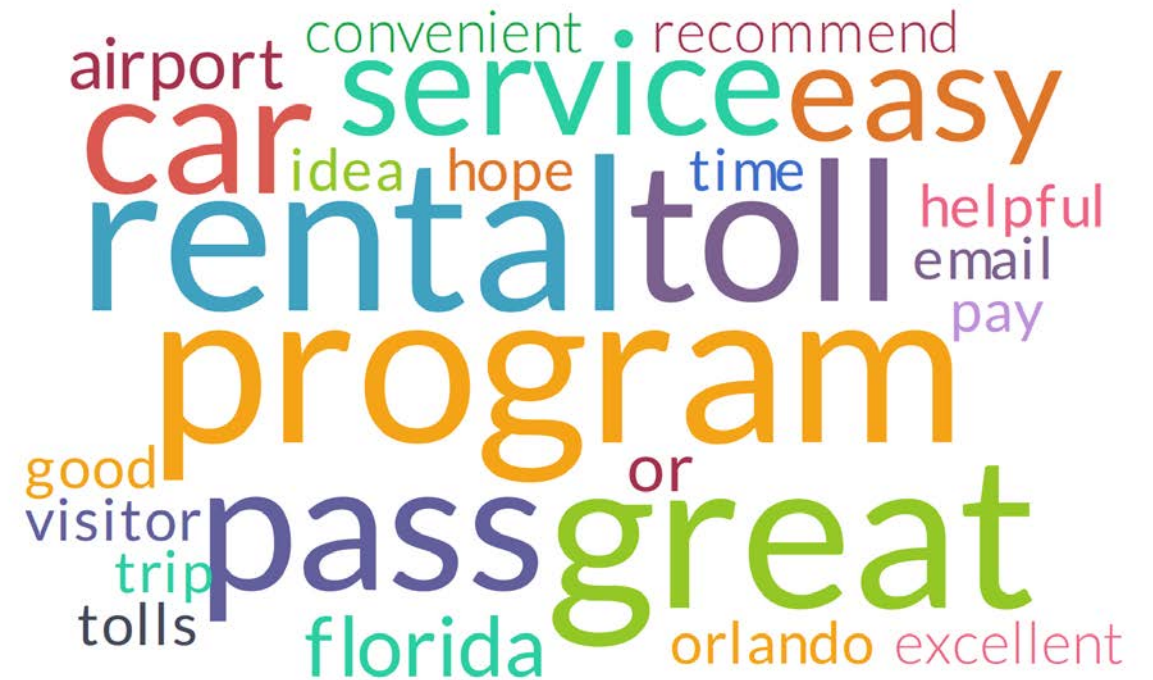
Key Influencers for Choosing Visitor Toll Pass

1. Accepted on all toll roads throughout the state of Florida
2. No cash necessary (electronic toll payment)
3. Avoid service fees from rental car companies for toll usage
4. No charge to use it
5. Works in all rental cars

WHAT OUR CUSTOMERS ARE SAYING

“ Already recommended on a couple of Disney planning sites ”

“ Great idea and service – hope it continues after the pilot program ”



MOVING FORWARD



Due to the pilot program's success, Visitor Toll Pass™ has been extended until

June 2020