

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
March 14, 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 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 FEBRUARY 21, 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 LEASE AMENDMENT AGREEMENT WITH WOMEN'S CARE OF FLORIDA, LLC, - *Joseph L. Passiatore, General Counsel*** (action item)
2. **2019 LEGISLATIVE UPDATE – *Michelle Maikisch, Chief of Staff*** (info. item)
3. **STRATEGIC PLAN UPDATE – *Michelle Maikisch, Chief of Staff*** (info. item)
4. **CONSTRUCTION UPDATE – *Ben Dreiling, Director of Construction and Jack Burch, Resident Engineer*** (info. item)
5. **VISITOR TOLL PASS TECHNOLOGY PREVIEW – *Corey Quinn, Chief of Technology Operations*** (info. item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This meeting is open to the public.

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

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

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

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING February 21, 2019

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

Board Members Present:

Commissioner Fred Hawkins, Jr., Osceola County (Chairman)
Jay Madara, Gubernatorial Appointment (Vice Chairman)
Commissioner Brenda Carey, Seminole County (Treasurer)
Mayor Jerry Demings, Orange County
Mayor Buddy Dyer, City of Orlando
Commissioner Leslie Campione, Lake County
S. Michael Scheeringa, Gubernatorial Appointment
Commissioner Curt Smith, Brevard County

Board Members Not Present:

Andria Herr, Gubernatorial Appointment
Commissioner Betsy VanderLey, Orange County

Staff Present at Dais:

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

Non-Voting Advisor Not Present:

Paul Wai, Florida's Turnpike Enterprise

A. CALL TO ORDER

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

The agenda was taken out of order due to possible lack of quorum during the latter part of the meeting.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve the December 13, 2018 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Ms. Herr and Commissioner VanderLey 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 528-131 SEMA Construction, Inc. \$ 93,974.37
 - b. Project 599-137A United Signs & Signals, Inc. (\$ 383,831.91)
 - c. Project 417-134 Hubbard Construction Co. \$ 87,185.36
 - d. Project 599-126 SEMA Construction, Inc. \$ 27,989.20
2. Approval of First Contract Renewal with John Brown & Sons, Inc. for Miscellaneous Clearing and Grubbing, Contract No. 001392 (Agreement Value: \$250,000.00)
3. Approval of Contract Award to Rummel, Klepper & Kahl, LLP for Systemwide Construction Engineering and Inspection Services, Contract No. 001487 (Agreement Value: not-to-exceed \$3,600,000.00 million)
4. Approval of Contract Awards to ION Electric, LLC, The New Florida Industrial Electric, Inc., Traffic Control Devices, Inc. and United Signs and Signals for Rapid Response Contract for Signs, Signals, ITS and Lighting, Contract Nos. 001504, 001505, 001506 and 001507 (Agreement Value: \$ 6,000,000.00)

ENGINEERING

5. Approval of F.R. Aleman as a Subconsultant for the General Engineering Consultant Services Contract with Dewberry Engineers, Inc., Contract No. 001145
6. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike, Project 429-154, Contract No. 001397
7. Approval of Contract Award to The New Florida Industrial Electric, Inc. for SR 408 West Bound Exit to Old Winter Garden Road Traffic Signals, Project 599-156, Contract No. 001478 (Agreement Value: \$376,133.88)

LEGAL

8. Approval of Negotiated Settlement Agreement for Expert Fees, Supplemental Attorneys' Fees and Costs with Larry M. Everly, Sr., Project 429-204, Parcel 242 (Agreement Value: \$36,000.00)
9. Approval of Proposed Conveyance of a Non-Exclusive Ingress/Egress Easement and Settlement Agreement for Attorneys' Fees and Experts' Fees and Costs with Kenneth and Harvey Morris, Project 429-205, Parcel 289 (Agreement Value: \$30,628.00)
10. Approval of a Negotiated Settlement Agreement for all Claims for Compensation and all Attorneys' Fees, Experts' Fees and Litigation Costs with Max Robert Garrison, Project 429-206, Parcel 314/315 (Agreement Value: \$18,750.00)
11. Approval of All-Inclusive Settlement with Earl and Adelaida Wilson, Project 429-202, Parcel 800 (Parts A and B), (Agreement Value: \$12,000.00)
12. Approval of All-Inclusive Settlement with Freddie Jones, The Late Eula Jones and Sandra Jones, Project 429-202, Parcel 800 (Parts A and B), (Agreement Value: \$10,000.00)
13. Approval of Second Contract Renewal with Nabors, Giblin & Nickerson, P.A., for Disclosure Counsel Services, Contract No. 001057 (Agreement Value: \$0.00)
14. Approval of Lease Amendment Agreement with Women's Care of Florida, LLC, Property Address: 525 South Magnolia Avenue, Orlando, Florida 32801, Property Owner: Central Florida Expressway Authority

TOLL OPERATIONS/TECHNOLOGY

15. Approval of Supplemental Agreement No. 2 with Dyer, Riddle, Mills & Precourt for Design Consultant Services Supplemental Data Collection Sensor and CCTV Deployment Project, Project 599-537, Contract No. 001285 (Agreement Value: \$87,443.44)

Consent Agenda Item #14 was pulled for further discussion.

A motion was made by Mr. Madara and seconded by Mayor Dyer to approve the Consent Agenda except for item #14. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Ms. Herr and Commissioner VanderLey were not present.

Consent Agenda Item #14: Approval of Lease Amendment Agreement with Women's Care of Florida, LLC, Property Address: 525 South Magnolia Avenue, Orlando, Florida 32801, Property Owner: Central Florida Expressway Authority

General Counsel Joseph L. Passiatore explained the history of the Lease Amendment Agreement with Women's Care of Florida, LLC. Mr. Passiatore distributed and provided details on the additional proposed language to be inserted into the Lease Amendment Agreement.

Discussion ensued regarding the amendments and terms of the Lease Amendment Agreement.

A motion was made by Commissioner Carey and seconded by Mr. Scheeringa to continue Consent Agenda Item #14 "Approval of Lease Amendment Agreement with Women's Care of Florida, LLC, Property, Address: 525 South Magnolia Avenue, Orlando, Florida 32801, Property Owner: Central Florida Expressway Authority" to the March Board meeting. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Ms. Herr and Commissioner VanderLey were not present.

B. PUBLIC COMMENT

The following individuals commented on the Osceola Parkway Extension project:

- Kristy Doyle Turner, Resident of Lake Ajay Village
- Bob Turner, Resident of Lake Ajay Village

E. REPORTS

1. CHAIRMAN'S REPORT

- The Chairman welcomed newly appointed CFX board members: Leslie Campione, Lake County representative and Commissioner Betsy VanderLey, Orange County representative. Commissioner VanderLey was not able to be present at today's meeting.
- Chairman Hawkins thanked the Board for the opportunity to serve as Chairman for 2018.
- He recapped some of the 2018 accomplishments and thanked the Board members for their contributions in these efforts.
 - Wekiva Parkway and the Innovation Way/Sunbridge Parkway Interchange on SR 528 were opened.
 - Feasibility studies for several projects were completed. Three projects were moved to the next study phase.
 - The \$1.9B work plan was approved, the largest in agency history, while also seeing an upgrade to CFX's bond ratings.
 - In Osceola County, the process for CFX to operate and maintain Poinciana Parkway was completed.

2. TREASURER'S REPORT

Commissioner Carey reported total revenues for December were \$39,356,704, which is 2.5% below projections and 4% above prior year. CFX's total revenues year-to-date as of December were \$235,058,013 which is 1.2% over budget.

Total OM&A expenses were \$7.6 million for the month and \$34.9 million year-to-date, which is 10.1% under budget.

After debt service, the total net revenue available for projects was \$18.4 million for December and \$115.8 million year-to-date. CFX's projected year-end senior lien debt service ratio is 2.30, which is above CFX's budgeted ratio of 2.28.

3. EXECUTIVE DIRECTOR'S REPORT

Ms. Kelley announced that due to the size of the agenda, Agenda Item F.5. Construction Update would be presented at the March Board meeting.

She provided the Executive Director's Report in written form. In addition, she expanded on the following:

- CFX is one of the chief meeting organizers for the International Bridge Tunnel and Turnpike Association's Annual Technology Summit in Orlando, from March 31 to April 2, 2019 at the Renaissance Orlando at Sea World;
- The Call Center received a record 119,028 calls in January and still achieved an average call wait time of 1.00 minute;
- On May 1, 2019, the Visitor Toll Pass Program at the Orlando International Airport will begin. Rental car customers using Visitor Toll Pass will avoid the high daily fees added to tolls by rental car companies. At the March or April board meeting, a presentation on the technology of Visitor Toll Pass Program will be provided.
- At the March board meeting an update on the CFX Strategic Plan will be presented.
- Ms. Kelley acknowledged CFX employee, Sheri Gibson-Taylor's 20-year milestone.

F. REGULAR AGENDA ITEMS

1. ANNUAL ELECTION OF CHAIRMAN, VICE CHAIRMAN AND TREASURER

General Counsel Joseph L. Passiatore explained the nomination/election protocol for chairman rotation.

Election of Chairman and Vice Chairman

Commissioner Hawkins nominated current Vice Chairman Madara to serve as Chairman for 2019 and current Treasurer, Commissioner Carey, to serve as Vice Chairman for 2019.

No other nominations were made, and the nominations were closed.

By a unanimous vote with eight (8) members present voting AYE by voice vote (Ms. Herr and Commissioner VanderLey were not present), Mr. Madara was elected Chairman and Commissioner Carey was elected Vice Chairman.

Election of Treasurer

Commissioner Hawkins nominated Mayor Dyer as Treasurer.

No other nominations were made, and the nominations were closed.

By a unanimous vote with eight (8) members present voting AYE by voice vote (Ms. Herr and Commissioner VanderLey were not present), Mayor Dyer was elected Treasurer.

Mr. Madara chaired the remainder of the meeting.

2. VIRGIN TRAINS USA UPDATE

Executive Director Laura Kelley provided an update on the Virgin Trains USA project.

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

3. BUDGET REVIEW MID-YEAR UPDATE

Director of Accounting Michael Carlisle provided the Board with a mid-year report on actual expenses, revenues and projects compared to their respective budgets and projections.

The Board members asked questions which were answered by staff.

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

4. **CONCEPT, FEASIBILITY AND MOBILITY STUDY FOR THE NORTHEAST CONNECTOR EXPRESSWAY EXTENSION (CORRIDOR I) UPDATE**

Director of Engineering Glenn Pressimone provided details of the Concept, Feasibility and Mobility Study for the Northeast Connector Expressway Extension, Corridor I.

Mr. Pressimone introduced Ralph Bove with Volkert, Inc. Mr. Bove serves as the project manager on this study. Mr. Bove described the technical attributes.

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

5. **CONSTRUCTION UPDATE**

This item was postponed until next month.

6. **IN-LANE TOLL SYSTEM UPGRADE**

Director of Special Projects Joann Chizlett provided details on the upgrade of the in-lane toll system.

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

7. **METROPLAN REPRESENTATIVE AND ALTERNATE AND LAKE SUMTER METROPOLITAN PLANNING ORGANIZATION (MPO) REPRESENTATIVE APPOINTMENTS**

A motion was made by Commissioner Carey and seconded by Mayor Dyer to appoint Commissioner Hawkins as the CFX Representative to MetroPlan. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Ms. Herr and Commissioner VanderLey were not present.

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to appoint Mr. Scheeringa as the CFX Alternate Representative to MetroPlan. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Ms. Herr and Commissioner VanderLey were not present.

A motion was made by Chairman Madara and seconded by Commissioner Hawkins to appoint Commissioner Campione as the CFX Representative to the Lake Sumter Metropolitan Planning Organization. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Ms. Herr and Commissioner VanderLey were not present.

8. CUSTOMER OPINION SURVEY RESULTS

Chief of Staff/Public Affairs Officer Michelle Maikisch presented highlights and results of the Customer Opinion Survey.

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

G. BOARD MEMBER COMMENT

The following Board members provided comments:

- Chairman Madara
- Commissioner Carey

H. ADJOURNMENT

Chairman Madara adjourned the meeting at 10:14 a.m.

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.

D.

Consent Agenda

CONSENT AGENDA March 14, 2019

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 408-128 Lane Construction Corp. \$ 286,150.90
 - b. Project 408-742A Preferred Materials, Inc. \$ 280,816.53
 - c. Project 429-654D Southland Construction, Inc. (\$ 169,598.93)
 - d. Project 417-134 Hubbard Construction Co. (\$ 552,653.00)

ENGINEERING

2. Approval of Fourth Contract Renewal with CH2M Hill, Inc. for Wekiva Parkway Corridor Consultant Services, Contract No. 000746 (Agreement Value: \$0)
3. Approval of First Contract Renewal with Pegasus Engineering, LLC, for Miscellaneous Design Consultant Services, Contract No. 001161 (Agreement Value: \$830,000.00)
4. Approval of Supplemental Agreement No. 2 with RS&H, Inc. for the Osceola Parkway Extension Project Development and Environmental Study from Nova Road to Cyrils Drive, Project 599-223, Contract No. 001250 (Agreement Value: \$722,294.22)
5. Approval of Contract Award to Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414, Project 429-153, Contract No. 001396 (Agreement Value: \$5,160,000.00)

INTERNAL AUDIT

6. Acceptance of Internal Audit Reports:
 - a. Payment Card Industry Assessment with Report on Compliance
 - b. Department of Highway Safety and Motor Vehicles Data Security Assessment
 - c. Procurement and Contract Billing Audits

LEGAL

7. Approval of Access and Continuing Maintenance Agreement with City of Apopka for the Belgian Street Bridge over the Wekiva Parkway, Project 429-202, Parcel 124, Stanton Ridge Subdivision (Agreement Value: \$0)
8. Approval of Second Contract Renewal with Mateer & Harbert, P.A. for Right of Way Counsel Services, Contract No. 001116 (Agreement Value: \$0)

RECORDS RETENTION

9. Authorization to Execute Cooperative Purchase Agreement with Retrievox Acquisition LLC II for Offsite Records Storage Services, Contract No. 001523 (Agreement Value: not-to-exceed \$108,000.00)

TOLL OPERATIONS/TECHNOLOGY

10. Approval of Second Contract Renewal with TC Delivers, Inc. for Toll Operations Printing and Mailing Services, Contract No. 001085 (Agreement Value: \$72,600.00)
11. Approval of Final Ranking and Contract Award to DRMP, Inc. for Design Consultant Services for Wrong-Way Driving Deployment, Project 599-526C, Contract No. 001438 (Agreement Value: \$310,000.00)
12. Approval of Contract Award to United Signs & Signals, Inc. for Supplemental Data Collection Sensor and Close-Circuit Television Deployment, Project 599-537, Contract No. 001464 (Agreement Value: \$6,414,469.00)

The following item is for information only:

13. The following is a list of advertisement(s) from February 12, 2019 through March 4, 2019:
 - a. Systemwide Bridge Inspection Services

**CONSENT AGENDA ITEM
#1**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: February 22, 2019

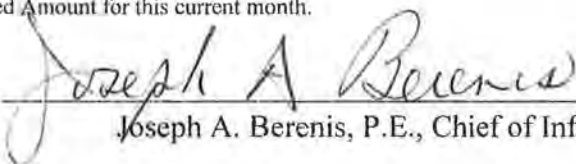
SUBJECT: Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information is attached.

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) March 2019	Total Amount (\$) to Date*	Time Increase or Decrease
408-128	Lane Construction Corp.	SR 408 Widening, SR 417 to Alafaya Trail	\$ 76,299,999.00	\$ 1,417,020.33	\$ 286,150.90	\$ 78,003,170.23	0
408-742A	Preferred Materials, Inc.	SR 408 Milling & Resurfacing, SR 50 to Ortman Dr.	\$ 8,590,671.59	\$ 450,943.89	\$ 280,816.53	\$ 9,322,432.01	0
429-654D	Southland Construction, Inc.	SR 429/CR 535 Northbound Entrance Ramp Improvements	\$ 3,989,898.98	\$ 211,400.14	\$ (169,598.93)	\$ 4,031,700.19	0
417-134	Hubbard Construction Co.	SR 417 Widening, Econlockhatchee to Seminole County	\$ 44,810,996.19	\$ 153,680.36	\$ (552,653.00)	\$ 44,412,023.55	0
TOTAL					\$ (155,284.50)		

* Includes Requested Amount for this current month.

Reviewed By:


Joseph A. Berenis, P.E., Chief of Infrastructure

Project 408-128: SR 408 Widening, SR 417 to Alafaya Trail
Lane Construction Corp.
SA 408-128-0319-05

Oberry Hoover Road Offsite Drainage

Plan revisions were required to accommodate offsite storm water draining from Oberry Hoover Road to the project right of way.

ADD THE FOLLOWING ITEM:

Additional Costs - Oberry Hoover Offsite Drainage	\$ 42,267.15
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INCREASE THE FOLLOWING ITEM:

Performance Turf Sod	\$ 1,805.00
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Subtotal: Additional Costs - Oberry Hoover Offsite Drainage	\$ 44,072.15
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Repair of Existing Storm Drain Pipe

The plans depict a cast-in-place wall to be constructed around an existing multi-pipe run. The pipe was in need of repair prior to proceeding with the construction of the wall.

ADD THE FOLLOWING ITEM:

Repair Existing Culverts	\$ 30,199.84
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Dean Mainline Plaza - Existing Electric & Telephone Service Adjustments

Additional work was required to relocate existing phone and electric services to the Dean Road Mainline Plaza that were in conflict with the construction of the noise wall.

ADD THE FOLLOWING ITEM:

Adjust Dean Mainline Plaza Electric & Phone Services	\$ 53,286.00
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Alafaya On-Ramp Traffic Control Plans

Maintaining on-ramp traffic from Alafaya to SR 408 required additional measures to avoid encroachment upon the existing acceleration and merge lanes. Avoiding impacts associated with this encroachment required maintaining the existing ramp configuration during rush hour and utilizing lane closures for protection of the construction work zone during off-peak hours. Extra work was required to maintain traffic during construction while keeping all lanes open during peak periods.

ADD THE FOLLOWING ITEM:

Additional Work to Maintain Existing Lanes at Alafaya Ramp	\$ 63,436.90
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Reconfiguration - Noise Wall 06

During the field layout of noise walls, it was determined there was a conflict with an existing sign structure foundation. A revision was made to the wall panel configuration and location to eliminate the conflict. During construction, a second large abandoned structure foundation was discovered that was in conflict with the revised plan location of the noise wall. The noise wall location was again reconfigured. The noise wall reconfigurations resulted in extra work, impact to the contractor's operations and additional costs for fabrication of reconfigured panels.

ADD THE FOLLOWING ITEM:

Reconfiguration of Noise Wall 06	\$ 58,269.96
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Adjustments to Pay Item Quantities

This item accounts for adjustments to pay item quantities due to actual field conditions encountered during construction.

INCREASE THE FOLLOWING ITEMS:

Stabilization, Type B	\$ 1,732.50
Optional Base 09, Limerock, 10"	\$ 8,550.00
SP Asphalt Concrete, Traffic D	\$ 7,800.30
SP Asphalt Concrete, TL D, PG 76-22	\$ 5,103.00
Video Existing Storm Drain Pipe	\$ 360.25
Pipe Culvert, RCP, Round, 24" S/CD	\$ 584.00
Mitered End Section, Opt RD, 24" CD	\$ 3,140.00
Single Post Sign, F&I, Up To 12 SF	\$ 3,216.00
Single Post Sign, F&I, 12-20 SF	\$ 8,880.00
Single Post, Sign, F&I, Barrier Mount, 12-20 SF	\$ 3,720.00
	<u>\$ 43,086.05</u>

DECREASE THE FOLLOWING ITEM:

Pipe Culvert, RCP, Other, 30" S/CD	\$ (6,200.00)
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Subtotal: Pay Item Adjustments	\$ 36,886.05
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<u>TOTAL AMOUNT FOR PROJECT 408-128</u>	<u>\$ 286,150.90</u>
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Adjustments to Pay Item Quantities

This item accounts for adjustments to pay item quantities due to actual field conditions encountered during construction.

INCREASE THE FOLLOWING ITEMS:

Stabilization, Type B	\$	1,732.50
Optional Base 09, Limerock, 10"	\$	8,550.00
SP Asphalt Concrete, Traffic D	\$	7,800.30
SP Asphalt Concrete, TL D, PG 76-22	\$	5,103.00
Video Existing Storm Drain Pipe	\$	360.25
Pipe Culvert, RCP, Round, 24" S/CD	\$	584.00
Mitered End Section, Opt RD, 24" CD	\$	3,140.00
Single Post Sign, F&I, Up To 12 SF	\$	3,216.00
Single Post Sign, F&I, 12-20 SF	\$	8,880.00
Single Post, Sign, F&I, Barrier Mount, 12-20 SF	\$	3,720.00
	\$	43,086.05

DECREASE THE FOLLOWING ITEM:

Pipe Culvert, RCP, Other, 30" S/CD	\$	(6,200.00)
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Subtotal: Pay Item Adjustments	\$	36,886.05
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<u>TOTAL AMOUNT FOR PROJECT 408-128</u>	\$	<u>286,150.90</u>
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Project 408-742A: SR 408 Milling & Resurfacing, SR 50 to Ortman Dr.
Preferred Materials, Inc.
SA 408-742A-0319-02

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period from January 2018 - December 2018. Adjustments are made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of time \$9,322,432.01 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: January 2018 - December 2018	\$ 30,675.08
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Bituminous Adjustments

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

ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: January 2018 - December 2018	\$ 250,141.45
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TOTAL AMOUNT FOR PROJECT 408-742A

\$ 280,816.53

Project 429-654D: SR 429/CR 535 Northbound Entrance Ramp Improvements
Southland Construction, Inc.
SA 429-654D-0319-02

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. In accordance with the contract specifications, the engineer has calculated adjustments for the period from April 2018 - October 2018. Adjustments were made only if the current month fuel price is greater than or less than 5% of bid/base fuel price. During this period of time \$4,031,700.19 of construction was performed/produced.

ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: April 2018 - October 2018	\$ 9,540.45
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Adjustments to Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Base Group 01, Limerock LBR 100, 4"	\$ 2,103.75
Base Group 15, Type B, 12.5 Only, 9"	\$ 40,600.40
Superpave Asphalt Concrete, Traffic Level C	\$ 11,671.38
Superpave Asphalt Concrete, Traffic Level D	\$ 11,942.40
Superpave Asphalt Concrete, Traffic Level D, PG 72-66	\$ 6,126.12
Asphalt Concrete Friction Course FC-5, PG 76-22, Black Granite	\$ 12,944.70
Asphalt Concrete Friction Course FC-12.5, PG 76-22, Black Granite, Traffic Level D	\$ 8,170.20
Miscellaneous Asphalt Pavement, 2"	\$ 2,098.00
Sidewalk Concrete, 4" Thick	\$ 147.00
Riprap, Rubble, F&I, Ditch Lining	\$ 390.00
Performance Turf, Sod	\$ 6,585.30
Fiber Optic Cable, Existing-Withdraw & Relocate	\$ 1,536.80
Fiber Optic Fusion Splice	\$ 6,883.20
Retro-Reflective Pavement Marker	\$ 184.80
Thermoplastic, Standard, White, Solid, 6'-10' Gap Extensions, 6"	\$ 2.70
Thermoplastic, Standard, Other Surfaces, White, Solid, 10'-30' Skip, 6"	\$ 35.88
Single Post Sign, F&I, GM, 12 to 20 SF	\$ 2,075.90
	\$ 113,498.53

DECREASE THE FOLLOWING ITEMS:

Maintenance Of Traffic for Roadway Base Repair Contingency	\$ (1,500.00)
Portable Changeable Message Sign, Temporary	\$ (1,896.00)
Roadway Repair, Emergency Base Repair Contingency	\$ (1,000.00)
Conduit, Open Trench, F&I	\$ (429.00)
Conduit, Directional Bore, F&I	\$ (10,209.00)
Thermoplastic, Standard, White, Solid, 18" Chevrons	\$ (104.00)
Thermoplastic, Standard, Other Surfaces, White, Solid, 6"	\$ (49.49)
Thermoplastic, Standard, Other Surfaces, White, Solid, 8"	\$ (54.50)
Thermoplastic, Standard, Other Surfaces, Yellow, Solid, 6"	\$ (91.91)
Pavement Markings, Traffic Stripe, PPRT, White, Solid, 8"	\$ (94.80)
Pavement Markings, Traffic Stripe, PPRT, White, Solid, 12"	\$ (538.80)
Pavement Markings, Traffic Stripe, PPRT, White, Solid, 18"	\$ (41.25)
Pavement Markings, Traffic Stripe, PPRT, White, 3'-12' Skip, 12"	\$ (245.48)

Pavement Markings, Traffic Stripe, PPRT, Yellow, Solid, 6"	\$ (337.50)
Pavement Markings, Traffic Stripe, PPRT, Yellow, Solid, 18"	\$ (41.25)
Pavement Markings, Traffic Stripe, PPRT, Black/White Contrast, Solid, 9"	\$ (1,276.00)
Pavement Markings, Traffic Stripe, PPRT, Black/White Contrast, 10'-30' Skip, 9"	\$ (227.82)
Lighting Conductors, F&I, #8 to #6	\$ (702.00)
Lighting Conductors, F&I, #4 to #2	\$ (445.50)
Allowance For Disputes Review Board	\$ (30,000.00)
Work Order Allowance	\$ (243,353.61)
	\$ (292,637.91)

Subtotal: Adjustments to Final Quantities for Completed Contract Items	\$ (179,139.38)
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<u>TOTAL AMOUNT FOR PROJECT 429-654D</u>	<u>\$ (169,598.93)</u>
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PROJECT 417-134: SR 417 WIDENING FROM ECONLOCKHATCHEE CANAL TO ALOMA AVENUE
HUBBARD CONSTRUCTION COMPANY
SA 417-134-0219-02

Plan Revision 1 & 2

Plan Revisions 1 and 2 were issued to modify the roadway typical sections, signage and ITS construction.

DECREASE THE FOLLOWING ITEMS:

Stabilization Type B	\$ (793.35)
Milling Existing Pavement (2" Avg. Depth)	\$ (6,733.20)
Milling Existing Pavement (2 3/4" Avg. Depth)	\$ (6,996.24)
Milling Existing Pavement (3/4" Avg. Depth)	\$ (4,038.06)
Superpave Asphaltic Conc., Traffic D	\$ (212,843.10)
Superpave Asphaltic Conc., Traffic C (PG 76-22)	\$ (358,186.53)
Asphaltic Concrete Friction Course - Inc. Bit/ PG 76-22, FC-5	\$ (114,998.45)
Miscellaneous Asphaltic Pavement	\$ (59,019.99)
Fiber Optic Cable Inventory	\$ (321.13)
Fiber Optic Splice Housing Inventory	\$ (421.87)
Temporary Fiber Optic Cable (12 SM Fiber) (F&I)	\$ (255.55)
Fiber Optic Cable (72 SM Fiber) (F&I)	\$ (5,492.76)
Fiber Optic Cable (EXISTING-WITHDRAW & RELOCATE)	\$ (199.20)
Temporary Fiber Optic Splice Enclosure	\$ (5,204.88)
Fiber Optic Splice Enclosure (72 Splice) (F&I)	\$ (5,821.06)
Temporary Fiber Optic Splice	\$ (10,052.00)
Small Fiber Optic Pull Box, 24" Dia, (F&I)	\$ (13,802.10)
Concrete Manhole 4 X 4 X 4 (F&I)	\$ (31,970.70)
Temporary Fiber Optic Conduit (1-1" HDPE SDR 11) (Trench or Plow)	\$ (328.50)
Fiber Optic Conduit, 2-1" HDPE SDR 11 (Trench or Plow) (F&I)	\$ (312.48)
Fiber Optic Conduit, 9-1" HDPE SDR 11 (Trench or Plow) (F&I)	\$ (3,632.40)
Conduit, 2-2" HDPE (Directional Bore) (F&I)	\$ (2,560.70)
CONDUIT (1-2" PVC)(Trench or Plow)(F&I)	\$ (17,971.80)
Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct W/ 9-1" HDPE SDR 11 (Dir. Bore) (F&I)	\$ (268.08)
Fiber Optic Conduit, 6" BSP Outer Duct W/ 2-1" HDPE SDR 11 (Dir. Bore) (F&I)	\$ (4,332.60)
Tubular Route Marker (Fiber)	\$ (853.44)
Tubular Route Marker (Power)	\$ (426.88)
Electrical Power Transformer (F&I)	\$ (1,784.92)
Electrical Conductors (Insulated) (No. 6)(F&I)	\$ (60,301.16)
DCS Field Equipment, 6 Lanes (F&I)	\$ (24,149.17)
DCS Field Equipment (Remove)	\$ (3,139.89)
ITS Device Cabinet (Base Mounted) (Heat Shield) (F&I)	\$ (46,227.84)
ITS Device Cabinet (Remove - All Types)	\$ (2,063.50)
Gigabit Ethernet Field Switch (F&I)	\$ (8,837.48)
Fiber Optic Patch Panel, 12 Port (F&I)	\$ (12,922.38)
Cut-to-Length Fiber Optic Jumper (F&I)	\$ (502.56)
Uninterruptible Power Supply (F&I)	\$ (4,001.22)
Remote Power Manager/Environmental Sensor (F&I)	\$ (2,252.92)
	<u>\$ (1,034,020.09)</u>

INCREASE THE FOLLOWING ITEMS:

Excavation Regular	\$ 7,147.47
Type B Asphalt Base (Base Group 2)(4")	\$ 1,703.16
Milling Existing Pavement (1 1/2" Ave. Depth)	\$ 4,155.76
Superpave Asphaltic Conc., Traffic B	\$ 23,708.19
Superpave Asphaltic Conc., Traffic C	\$ 62,896.30
Superpave Asphaltic Conc., Traffic B (PG 76-22)	\$ 15,967.68
Superpave Asphaltic Conc., Traffic D (PG 76-22)	\$ 178,761.41
Reinforced Cement Concrete Pavement (12")	\$ 3,610.00
Pipe Culvert RCP (Class IV) (Round) (18" SS)	\$ 188.32
Pipe Culvert RCP (Class IV) (Round) (36" SS)	\$ 1,565.75
Pipe Culvert RCP (Class IV) (Round) (42" SS)	\$ 3,274.32
Sound Barriers/Noise Walls Incl. Foundations	\$ 109.20
Fiber Optic Cable (12 SM Fiber) (F&I)	\$ 7,157.37
Temporary Fiber Optic Cable (72 SM Fiber) (F&I)	\$ 7,074.34
Fiber Optic Fusion Splice	\$ 7,251.80
Existing Fiber Optic Splice Enclosure Re-Entry	\$ 957.22
Pull Box (F&I)	\$ 11,704.66
Large Fiber Optic Pull Box, 36" Dia. (F&I)	\$ 3,129.03
Conduit, 2-2" HDPE (Trench or Plow) (F&I)	\$ 552.60
FO Conduit, 6" HDPE SDR 11 Outer Duct W/ 2-1" HDPE SDR 11 (Dir. Bore) (F&I)	\$ 3,119.16
Electrical Power Service Assembly (Adjust) (F&I)	\$ 1,295.07
Electrical Service Disconnect (Pole) (F&I)	\$ 17,010.18
Prestressed Concrete Pole (F&I)(Type P-II)(Service Pole)	\$ 22,530.20
DCS Field Equipment, 4 Lanes (F&I)	\$ 45,925.68
DCS Field Equipment, Spare Parts Kit (Furnish Only)	\$ 17,390.41
ITS Device Cabinet (Relocate-All Types)	\$ 9,528.72
Fiber Optic Patch Panel, 72 Port (F&I)	\$ 13,161.70
Multi-Post Sign (101-200 SF)	\$ 10,491.39
	\$ 481,367.09

Subtotal: Pay Item Adjustments \$ (552,653.00)

Increase (Decrease) Contract Time 0 Calendar Days

TOTAL AMOUNT FOR PROJECT 417-134 **\$ (552,653.00)**

**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 27, 2019

SUBJECT: Approval of Fourth Contract Renewal with CH2M Hill, Inc.
for Wekiva Parkway Corridor Consultant Services
Contract No. 000746

Board approval is requested for the fourth renewal of the referenced contract with CH2M Hill, Inc., in the amount of \$0.00. The current contract expires on July 31, 2019. The original contract term is five years with five (5) one-year renewals.

The service to be provided under this renewal is for CH2M Hill, Inc. to serve as a consultant or expert witness in one or more cases with outstanding right-of-way items related to the Wekiva Parkway project.

Original Contract Amount	\$20,000,000.00
First Renewal	\$ 0.00
Second Renewal	\$ 0.00
Third Renewal	\$ 0.00
Fourth Renewal	\$ 0.00
Total	\$20,000,000.00

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

Reviewed by:


Glenn Pressimone, P.E.
Director of Engineering 

Central Florida Expressway Authority
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 000746

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of March 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and CH2M Hill, Inc., hereinafter called "Consultant"

WITNESSETH

WHEREAS, CFX and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 27, 2011, with a Notice to Proceed date of June 6, 2011, whereby CFX retained Consultant to serve as the Wekiva Parkway Corridor Consultant; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a fourth renewal of said Original Agreement beginning the 1st day of August 2019, and ending the 31st day of July 2020, with no increase in the Contract Amount.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Third Agreement ending July 31, 2019, Consultant shall execute a 'Certificate of Completion of the Third Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Third Agreement ending July 31, 2019.

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

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

CH2M HILL, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

2018 APR 17 PM 1:57

Central Florida Expressway Authority
CONTRACT RENEWAL No. 3 AGREEMENT
CONTRACT NO. 000746

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of April 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and CH2M Hill, Inc., hereinafter called "Consultant"

WITNESSETH

WHEREAS, CFX and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 27, 2011, with a Notice to Proceed date of June 6, 2011, whereby CFX retained Consultant to serve as the Wekiva Parkway Corridor Consultant; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a third renewal of said Original Agreement beginning the 1st day of August 2018, and ending the 31st day of July 2019, with no increase in the Contract Amount.

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

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

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

CH2M HILL, INC.

BY: [Signature]
Authorized Signature

Title: BUSINESS VICE PRESIDENT

ATTEST: [Signature] (SEAL)
Secretary or Notary

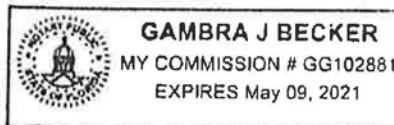
If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement



REVIEWED AND APPROVED
BY CFX LEGAL

[Signature]

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000746

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 CH2M Hill, Inc., hereinafter called "Consultant"

WITNESSETH

WHEREAS, CFX and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 27, 2011, with a Notice to Proceed date of June 6, 2011, whereby CFX retained Consultant to serve as the Wekiva Parkway Corridor Consultant; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a second renewal of said Original Agreement beginning the 1st day of August, 2017, and ending the 31st day of July, 2018, with no increase in the Contract Amount.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Agreement ending July 31, 2017, Consultant shall execute a 'Certificate of Completion of the First Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Agreement ending July 31, 2017.

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

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

CH2M HILL, INC.

BY: [Signature] Matthew Lamb
Authorized Signature

Title: Business Vice President

ATTEST: [Signature] (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement



Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000746

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of January, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and CH2M Hill, Inc., hereinafter called "Consultant"

WITNESSETH

WHEREAS, CFX and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 27, 2011, with a Notice to Proceed date of June 6, 2011, whereby CFX retained Consultant to serve as the Wekiva Parkway Corridor Consultant; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 6th day of June, 2016, and ending the 5th day of June, 2017, with no increase in the Contract Amount.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 6, 2016, Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 5, 2016.

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.

CH2M HILL, INC.

BY: [Signature]
Authorized Signature (Matt Lamb)

Title: Business Vice President

ATTEST: [Signature] (SEAL)
Secretary or Notary

If Individual, furnish two witnesses;

Witness (1) [Signature]

Witness (2) [Signature]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement



AGREEMENT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
CH2M HILL, INC.**

**WEKIVA PARKWAY CORRIDOR CONSULTANT
CONTRACT NO. 000746**

**CONTRACT DATE: JANUARY 26, 2011
CONTRACT AMOUNT: \$20,000,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

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

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

FOR

WEKIVA PARKWAY CORRIDOR CONSULTANT

CONTRACT NO. 000746

JANUARY 2011

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Mark C. Filburn, Member**

**Executive Director
Michael Snyder, P.E.**

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>
	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

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 27th day of January, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and CH2M HILL, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 255 East Robinson Street, Suite 505, Orlando, Florida 32801.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain design consultant project management services for projects as identified by the AUTHORITY.

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

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

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

Reference herein to Director shall mean the AUTHORITY's Executive Director.

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

This is a continuing services Agreement subject to AUTHORITY periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services. Renewal of this Agreement for up to five one-year renewals periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROGRESS SCHEDULE

The CONSULTANT agrees to provide progress reports in a format acceptable to the AUTHORITY and at intervals established by the AUTHORITY. The AUTHORITY 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 the AUTHORITY, or of other agencies interested in the project on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

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

In the event the term of the Agreement has expired and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

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 design reviews 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 the AUTHORITY, 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 the AUTHORITY. It is understood and agreed that the AUTHORITY 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.

Echezabal & Associates, Inc.
Dyer, Riddle, Mills & Precourt, Inc.
RTO Group, LLC

Wantman Group, Inc
Aerial Cartographics of America, 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 the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT 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.

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 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 subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT 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 CONSULTANT until it has been approved by the AUTHORITY 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 the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is best described as design consultant project management for the Wekiva Parkway program. The services include, but are not necessarily limited to, the following: develop scope of work and contract provisions, contractual support services for negotiations / contract administration, comprehensive reviews of all design submittals (roadway and drainage, structural, signing and pavement marking, intelligent transportation systems, signalization, lighting, toll plaza etc.), coordinating environmental permits, utility plans review and coordination, develop durations of services (project schedules), coordinate with other agencies on permitting, traffic operation and safety issues, prepare construction cost estimates, surveying support services, right-of-way support services, geotechnical and geotechnical advisory services for projects, attend meetings and site visits as required to carry out the above services and other miscellaneous consultant project management services as requested by the Authority. It should be noted that multiple project management assignments may be authorized and on-going concurrently.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

Subject to the limits of actual compensation received by the CONSULTANT for services provided under this contractAgreement, the CONSULTANT may be liable for AUTHORITY costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in design

reviews performed under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to the AUTHORITY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the AUTHORITY upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by the AUTHORITY 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

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY 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 ground for immediate unilateral cancellation of this Agreement by the AUTHORITY.

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 Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where 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.

11.0 TERMINATION

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

If the AUTHORITY determines that the performance of the CONSULTANT is not satisfactory, the AUTHORITY 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 the AUTHORITY requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, the AUTHORITY 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 the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs as determined in Exhibit "B". In determining the percentage of work completed, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

The AUTHORITY 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 the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY 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. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

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

In the event that the CONSULTANT and the AUTHORITY are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the AUTHORITY, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by the AUTHORITY to be reasonable. In such event, the CONSULTANT will have the right to file a claim with the

AUTHORITY for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY'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 the AUTHORITY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees,

or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY 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, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the AUTHORITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY 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 the AUTHORITY.

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 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, the AUTHORITY 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 the AUTHORITY, the

CONSULTANT shall furnish copies of certificates of insurance evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. 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 the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY 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 the AUTHORITY 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 the AUTHORITY for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY 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 the AUTHORITY 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 the AUTHORITY, the AUTHORITY 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 the AUTHORITY. At the option of AUTHORITY, either the insurer shall reduce or eliminate such

deductibles or self-insured retentions as requests the AUTHORITY, 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 the AUTHORITY.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY 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 the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY 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 the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Manager of Public Relations and Communications or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall confirm to the proper PMS colors of 2602 purple and 716 orange. If a black and white logo is utilized, the logo shall be properly screened to insure allayers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Manager of Public Relations and Communications 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 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY 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 the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Agreement for cause.

20.0 CONFLICT OF INTEREST

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

1. The CONSULTANT is not eligible to pursue any advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT had design review responsibilities. Subconsultants are also ineligible to pursue projects where they participated in design review.
2. The CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT had design review responsibilities. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design review.

21.0 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.

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY 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 the Authority's Board of Directors at its meeting on January 26, 2011.

CH2M HILL, INC.

BY: [Signature]
Authorized Signature

Title: Vice President

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement

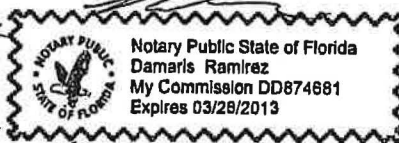
Print Name: Claude Miller

ATTEST: [Signature] (Seal)
Secretary or Notary

Verified through Driver's License

#

C450-55758-018-0
2/11/11



Approved as to form and execution, only.

General Counsel for the AUTHORITY

[Signature]

EXHIBIT "A"

Exhibit "A"
SCOPE OF SERVICES
WEKIVA PARKWAY CORRIDOR CONSULTANT

I. Purpose

- A. The Orlando-Orange County Expressway Authority (Authority) requires professional services and assistance of a Wekiva Parkway Corridor Consultant (WPCC) to serve as an extension of Authority staff and be responsible for providing consultant project management services and associated activities as may be required by the Authority on an as-needed basis. It should be noted that multiple project management assignments may be authorized and on-going concurrently. Services provided by the WPCC shall include, but are not necessarily limited to, the following:
1. Develop scope of work and contract provisions;
 2. Contractual support services for negotiations / contract administration;
 3. Comprehensive reviews of all design submittals (roadway and drainage, structural, signing and pavement marking, intelligent transportation systems, signalization, lighting, toll plaza etc.);
 4. Coordinating environmental permits;
 5. Utility plans review and coordination;
 6. Develop durations of services (Project schedules);
 7. Coordinate with other agencies on permitting, traffic operation and safety issues;
 8. Prepare construction cost estimates;
 9. Surveying support services;
 10. Right-of-way support services;
 11. Geotechnical and geotechnical advisory services for projects;
 12. Attend meetings and site visits as required to carry out the above services;
 13. Other miscellaneous consultant project management services as requested by the Authority.

II. Overview

- A. Services provided by the WPCC shall be on an as-needed basis and will be initiated and completed as directed by the Authority's Project Manager or other authorized representative. The Authority does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the WPCC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.
- B. The WPCC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

III. Standards, Design Criteria and Reviews

- A. The editions of the applicable standards and policies, including subsequent updates and amendments, in effect at the time of execution of the Agreement between the Authority and design consultant will be used as follows:
 - 1. The applicable design and construction standards and policies of the Florida Department of Transportation including the Standard Specifications for Road and Bridge Construction, the Design Standards (Index Drawings), Plans Preparation Manual, Basis of Estimates Handbook;
 - 2. Federal Highway Administration (FHWA);
 - 3. American Association of State Highway and Transportation Officials (AASHTO);
 - 4. Transportation Research Board (TRB);
 - 5. Standard Building Code;
 - 6. National Electrical Code;
 - 7. ANSI National Electrical Safety Code;
 - 8. NFPA Life Safety Code;
 - 9. The Authority's Design Practices and Standard Notes;
 - 10. The Authority's General and Technical Specifications;

11. The Authority's Guidelines for Preparation of Signing and Pavement Marking Plans.

- B. The design consultant has total responsibility to conform to the "standards of the industry" for the accuracy and completeness of the plans, design, calculations, reports and other documents prepared for the project. Unless specifically stated otherwise, the WPCC shall verify that the design consultant's work, throughout the design of the project, conforms to the Authority's design criteria and procedures. Review by the WPCC 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 design consultant.
- C. Review and coordination of the design consultant's work by the WPCC shall continue through the project development process. Submittals by the design consultant for review by the WPCC will be made when the plans and reports have been developed to the levels of completion as described in the Authority's Agreement with the design consultant. The format of review submittal plans/reports shall conform to the FDOT Plans Preparation Manual, except as may be amended by the Authority.
- D. The WPCC shall complete all reviews and transmit comments to the Authority's Project Manager within 21 calendar days after receipt of the submittal. It should be noted that submittals from multiple projects may be on-going concurrently.

IV. Subcontracting

Services assigned to subconsultants must be approved in advance by the Authority in accordance with the Agreement and the Authority's Procurement Policy. All subconsultants must be qualified by the Authority to perform all work assigned to them.

In the event services of a subconsultant are authorized, the WPCC shall obtain a schedule of rates, and the Authority shall review and must approve in advance any rates to be paid to the subconsultant.

V. Conflict of Interest

The WPCC shall not knowingly enter into any other contract with the Authority during the term of the 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 the Authority during the term of the Agreement which would create or involve a conflict of interest with the service provided herein. Questions regarding potential conflicts of interest shall be addressed to the Authority's Executive Director for resolution.

VI. Term of Agreement and Renewal

The WPCC Agreement shall remain in full force and effect for a five (5) year term from the date of the issued Notice to Proceed letter. Renewal of the Agreement for up to five one-year renewal periods may be exercised by the Authority at its sole discretion.

No payment for work performed will be made to the WPCC, team members and subconsultants unless it is performed under the WPCC Services budget approved by the Authority or a Letter of Authorization has been mutually agreed to in writing by the parties hereto.

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 26, 2019

SUBJECT: Approval of First Contract Renewal with Pegasus Engineering, LLC, for
Miscellaneous Design Consultant Services
Contract No. 001161


Board approval is requested for the first renewal of the referenced contract with Pegasus Engineering, LLC in the amount of \$830,000.00 for a one year period beginning April 4, 2019 and ending April 3, 2020. The original contract was three years with two one-year renewals.

The services to be provided by Pegasus Engineering, LLC under this renewal include providing miscellaneous design consultant services as requested by CFX.

Original Contract Amount	\$2,500,000.00
First Renewal	<u>\$ 830,000.00</u>
Total	<u>\$3,330,000.00</u>

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

Reviewed by:


Glenn Pressimone, P.E.
Director of Engineering



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001161**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of March 2019, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Pegasus Engineering, LLC, herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated January 14, 2016, whereby CFX retained the Consultant to perform services related to Miscellaneous Design Consultant Services; and

WHEREAS, pursuant to Article 7 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 4th day of April, 2019 and ending the 3rd day of April, 2020 at the cost of \$830,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending April 3m 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 April 3, 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.

PEGASUS ENGINEERING, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
PEGASUS ENGINEERING, LLC**

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001161

**CONTRACT DATE: JANUARY 14, 2016
CONTRACT AMOUNT: \$2,500,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001161

JANUARY 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Andria Herr, Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

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<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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR MISCELLANEOUS DESIGN CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 14th day of January, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "CFX" and PEGASUS ENGINEERING, LLC, hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 301 West S.R. 434, Suite 309, Winter Springs, Florida 32708.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services identified as Contract No. 001161.

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

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

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

Reference herein to Director shall mean the CFX Executive Director.

Reference herein to the Project Manager shall mean the CFX 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.

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two one (1) year renewal periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled 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 completion date for an assigned project 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.

Faller, Davis & Associates
Ardaman & Associates
SGM Engineering
STV

Echezabal & Associates
C.T. Hsu & Associates, Inc.
GAI Consultants

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the design of and preparation of plans and specifications for a variety of projects including, but not necessarily limited to, roadway and bridge construction, signing, roadway lighting, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

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

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,500,000.00 for the initial three-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 three years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs.

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

8.0 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 the address shown above.

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 ground 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 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, CFX shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 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. In the event that any such person against whom any such indictment is brought shall have such indictment dismissed or be found not guilty, such suspension on account thereof may be lifted by the CFX Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and 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 Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend CFX in such claim as described in this section. CFX's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the claim. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from CFX to the CONSULTANT for the CONSULTANT's indemnity agreement.

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless 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.

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 any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of logo of the CONSULTANT unless approved by the CFX Chief of Staff/Public Affairs Officer or her/his designee. If a copy of the CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall confirm to the colors specified by CFX. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the CFX logo is of utmost importance to CFX. Any questions regarding the use of the CFX logo shall be directed to the Chief of Staff/Public Affairs Officer or her/his 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 Sections 348, 753, and 104.31, as they relate to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

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 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with

the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement, 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 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.

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

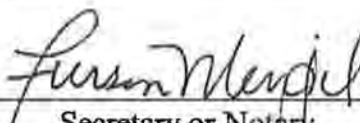
Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the CFX Board of Directors at its meeting on January 14, 2016.

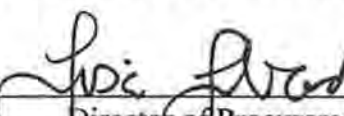
PEGASUS ENGINEERING, LLC

BY: 
Authorized Signature

Title: MGRM

ATTEST:  (Seal)
Secretary or Notary

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement

Print Name: Lisa Hubbard

Approved as to form and execution, only.

General Counsel for CFX

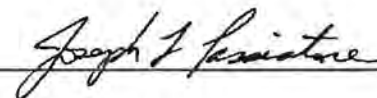


Exhibit A

Scope of Services

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SCOPE OF SERVICES
FOR
MISCELLANEOUS DESIGN CONSULTANT SERVICES
CONTRACT 001161 (SSBE)
IN ORANGE COUNTY, FLORIDA

MARCH, 2016

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. Projects (and project locations) to be identified on an individual basis per each task authorizations.

1.02 Description

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on CFX's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual task authorizations.

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 miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual task authorizations as requested by CFX. It is further understood that elements of this Exhibit may not be applicable to all task authorizations approved under this contract.
- B. As necessary, the Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network relocation plans and final signing and pavement marking plans
- 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 Miscellaneous Design Services

- A. The term of the Agreement shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period.
- 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.

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, 2010 edition, and updates, shall be used for this project.
 2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2001 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 the projects 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. As necessary, along with the 30% design review submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design.:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAIN LANES	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Direct Connection)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Direct Connection	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1 25:1 Toll Plazas	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 4% to 6% (40 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	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
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.			
Right	<u>4-Lane</u> 12 (10 paved)	<u>Single Lane</u> 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			• min. 5' paved

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAIN LANES	RAMPS	
			FDOT
Right	<u>6-Lane</u> 12 (10 paved)	<u>Dual Lane</u> 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
<u>Bridges, ft.</u>	<u>4-Lane</u>	<u>Single-Lane</u>	
Right	10	6	
Left	6	6	
	<u>6-Lane</u>	<u>Dual Lane</u>	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Left Shoulder	5%	5%	5%
3. Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64 (typical) 26 w/concrete barrier (min)	N/A	22,40
<u>Horizontal Clearance</u>	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
<u>Vertical Clearance, ft.</u>			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required
- Limited access right-of-way limits per Index 450
- 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. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

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 (as necessary).
- B. Major elements of the work include the following:

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on CFX's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual task authorizations.

4.02 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies include, but are not necessarily limited to City of Orlando, Orange County, FDOT, Florida's Turnpike Enterprise, City of Apopka etc..

4.03 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 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

4.04 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 Authority 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.
- 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.

4.05 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.

4.06 Pavement Design

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

4.07 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.

4.08 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.

4.09 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare 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.

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.

4.10 Roadway Design

- A. Generally, a Typical Section Package will not be prepared. Rather, typical sections will be prepared as part of the 30% 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. As necessary, 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
17. Utility Adjustment Sheets
18. Details
19. Special provisions
20. Special specifications

4.11 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 Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles.
- 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 any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.12 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
2. Finalize the pond design at the 30% submittal.
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 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

4.13 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. CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

4.14 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 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 determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.15 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.
- C. CFX will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures.
- D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.16 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.

4.17 Right-of-Way Surveys

- A. No additional right-of-way is anticipated as part of this contract. Should right-of-way surveys become necessary, a Supplemental Agreement will be made to address the scope required for the services.

4.18 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.

4.19 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.

4.20 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. 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
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
 - o. Controller cabinet, CCTV pole, and foundation details
 - 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.
 - 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. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements.
 - w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
 - x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements.
 - y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
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.

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

2. 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 fiber optic conduit and all 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.

Quantities and General Notes

4. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary.

- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.21 Toll Plazas

- A. This contract may include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.22 Post-Design Services (as necessary)

- 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. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

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

5.03 Other

- A. 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 help coordinate and support 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 as necessary.
- B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

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.

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. Three 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), a 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) (8 sets required)
 2. 30% Roadway Plans (20 sets and 1 .PDF CD/DVD required)
 3. 30% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 4. 60% Roadway and specifications, Geotechnical Report (20, 20, and 8 sets and 1 .PDF CD/DVD required)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 7. 90% Roadway and specifications (20 and 20 sets and 1 .PDF CD/DVD required)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (20, 20, 20 and 8 sets and 1 .PDF CD/DVD required))
 9. Pre-Bid Plans (8 sets and 1 .PDF CD/DVD required) (1 set signed and sealed reports)
 10. Bid Set (1 set signed and sealed plans) (1 .PDF of all plans, CADD files of all plans)
- 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 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 Schematic Toll Plaza Plans

A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:

1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout.
2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment.
3. Construction phasing plan
4. Description of improvements required for the administration building to accommodate installation of toll equipment.

7.21 60% Toll Plaza Plans

A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:

1. Key sheet with sheet index
2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols
3. Plan view
4. Exterior elevations
5. Canopy sections and details
6. Canopy reflected ceiling plan
7. Roof plan and details
8. Canopy framing and foundation plan
9. Concrete pavement plan
10. Express lane overhead structure plan and details
11. Tunnel sections and details
12. Structural sections and details
13. Plumbing plan and diagrams
14. Lighting plan
15. Power plan and diagram
16. Lightning protection plan and details
17. Demolition and construction phasing plan
18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment.
19. All calculations and design data to support the design for each discipline.
20. Technical specifications

7.22 90% and 100% Toll plaza plans

- A. At the completion of this phase, the toll plaza plans should be developed to 90% and 100% completion respectively. The material listed with the 60% submittal shall be developed along with additional details required for construction and submitted for review.
- B. The 90% and 100% submittals shall also include the technical specifications and special provisions required for construction
- C. A detailed estimate of construction costs shall be included with the 100% submittal.

7.23 Pre-Bid Plans


7.24 Bid Set

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 26, 2019

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


Board approval is requested for the Supplemental Agreement No. 2 with RS&H, Inc. in the not-to-exceed amount of \$722,294.22.


These services include preparation of a Project Development and Environment (PD&E) Study for the Osceola Parkway Extension from Nova Road to Cyrils Drive in Osceola County.

Original Contract Amount	\$1,156,000.00
Supplemental Agreement No. 1	\$1,167,571.27
Supplemental Agreement No. 2	<u>\$ 722,294.22</u>
Total	\$3,045,865.49

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

Reviewed by:


Glenn Pressimone, P.E.
Director of Engineering



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 March 5, 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 \$582,559.94 to \$2,219,268.95.
 - b. The Direct Expenses (Lump Sum) are adjusted upward by \$17,435.31 to \$44,095.30.
 - c. The Subcontract Items are adjusted upward by \$122,298.97 to \$676,894.44.

• SEARCH	\$44,496.65
• Balmoral	\$36,453.26
• GEC	\$41,349.06
 - d. The Allowance remain unchanged at \$105,606.80.
 - e. The total Maximum Limiting Amount is adjusted upward by \$722,294.22 to \$3,045,865.49
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



MEMORANDUM

Date: March 6, 2019
To: Glenn Pressimone, PE CFX Director of Engineering
From: Jonathan Williamson, AICP Dewberry Project Manager *JW*
Subject: Project Development & Environment Study - Contract 001250
Osceola Parkway Extension (From Cyrils Drive to Nova Road)
RS&H Supplemental Agreement No. 2

Comments:

I have reviewed Supplemental Agreement No. 2 under contract # 001250, submitted by RS&H, Inc. to us on March 5, 2019, for the Osceola Parkway Extension (From Cyrils Drive to Nova Road) Project Development & Environment (PD&E) Study. This requested supplemental agreement is to provide professional services to perform a PD&E Study and prepare a Project Environmental Impact Report (PEIR).

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

\$ 599,995.25 in Prime Cost
\$ 122,298.97 in Subconsultant Cost
\$ 722,294.22 Total Requested

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 \$722,294.22.

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

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

March 5, 2019

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

RE: Osceola Parkway Extension
From Cyrils Drive to Nova Road in Osceola County
Project Development and Environment Study
Contract No. 001250, Supplemental Agreement #2

Dear Mr. Pressimone:

RS&H, Inc. is pleased to submit the attached Scope of Services and Fee Proposal to provide the professional services required for the Osceola Parkway Extension project, as a supplement to Contract No. 001250.

The services to be provided under this contract involve conducting a Project Development and Environment Study for the development of a Project Environmental Impact Report to determine the preferred location for an extension of the Osceola Parkway expressway from Cyrils Drive to Nova Road, all in Osceola County. The study is scheduled to be completed within fifteen (15) months from the Notice to Proceed. The estimated fee for this study is detailed in the attached supporting information and totals \$722,294.22.

The RS&H team appreciates the opportunity to provide our professional services to assist the Central Florida Expressway Authority for this important transportation initiative. If you have any questions do not hesitate to contact me.

Respectfully yours,



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

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

**OSCEOLA PARKWAY EXTENSION
Cyrils Drive to Nova Road (CR 532)**

Project Development and Environment (PD&E) Study

Contract # 001250

March 2019

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

OSCEOLA PARKWAY EXTENSION Cyrils Drive to Nova Road (CR 532)

PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY

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 the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

DESCRIPTION

A new expressway connection between State Road (SR) 417 and Nova Road (CR 532) in Osceola County has been an identified need in several local long-range plans and master plans. CFX recently completed Concept, Feasibility, and Mobility Studies that included an assessment of new expressway connections through this area of East Central Florida. In addition, CFX is currently performing a PD&E Re-evaluation of the previously approved Osceola County Expressway Authority's Osceola Parkway Extension PD&E Study that proposed a connection from SR 417 to Sunbridge Parkway. This PD&E study will build upon two CFX Concept, Feasibility, and Mobility Studies that have recently been completed for potential expressway projects in this area. Specifically, this study will consider segments of the Osceola Parkway Extension and Northeast Connector Expressway studies to analyze and evaluate an expressway connection from the proposed terminus of the Osceola Parkway Extension expressway at Cyrils Drive to Nova Road.

PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, 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.

The Project Development process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition. 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 PD&E Manual, Project Environmental Impact Report (PEIR) 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 information contained in the above mentioned studies as a foundation, this PD&E study will develop more detailed information to select a preferred alternative. The work will include the 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, interchange and intersection requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

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 study reports required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this Agreement on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this Agreement.

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 proposed expressway extension from Cyrils Drive to Nova Road (CR 532). 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 prepare a series of reports documenting the preliminary engineering and design concept, including existing and predicted conditions, typical sections, right-of-way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the improvement and its alternatives.

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 resultant engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a non-federally funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a preferred alignment alternative, will constitute Location and Design Concept Acceptance of the proposed action as a PEIR.

STUDY REQUIREMENTS AND PROVISIONS FOR WORK

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

Notice to Proceed Meeting/Scoping Meeting

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

- a. Render all relevant information in its possession;
- b. Establish any ground rules upon which the study process will be conducted;
- c. Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
- d. Explain the financial administration of the contract.

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.

Correspondence

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

Submittals

The CONSULTANT may be required to provide (Draft and Final) copies of the required documents as listed below. These are the anticipated submittals for the project. This tabulation will be used for printing estimating purposes, and the GEC Project Manager will determine the number of copies required prior to each submittal. Electronic submittals shall accompany all hard copy submittals.

Provisions for Work:

Quality Control Plan
Project Schedule

Copies:

2
N/A*

Engineering Items:

Existing Conditions Technical Memorandum
Alternative Corridor Evaluation Report
First Draft Preliminary Engineering Report
Final Preliminary Engineering Report (Signed and Sealed)
Location Hydraulics Report
Pond Siting Report
Conceptual Design Roadway Plan Set
Conceptual Right-of-Way Plans
Geotechnical Report
Typical Section Package
Utility Assessment Package

Copies:

2
2
2
4
2
2
2
2
2
2
2

Environmental Items:

Advance Notification Package
Public Involvement Plan
Project Environmental Impact Report
Noise Study Report
Air Quality Report/Tech Memo
Contamination Screening Evaluation Report
Public Hearing Transcript
Natural Resource Evaluation
Cultural Resource Assessment Survey
Water Quality Impact Evaluation Report

Copies:

N/A
2
4
2
2
2
2
2
2
2

** Electronic submittal only*

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

Coordination with other 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 preliminary 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.

Project Schedule

The PD&E Study is expected to have a fifteen (15) month duration. Within ten (10) calendar 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 the CFX of any substantial potential schedule modifications.

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 their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

Project Management, Meetings and Coordination

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-monthly basis for progress meetings; therefore, thirty (30) 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 the CFX in a format as prescribed by the GEC and no less than 5 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.

1 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the PD&E Study. The CFX Public Involvement Consultant (PIC) shall coordinate and perform the appropriate level of public involvement for this project as outlined in 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 CFX's Public Affairs and Communications Department.

1.1 Public Involvement Plan

The CONSULTANT will prepare a comprehensive Public Involvement Plan (PIP) and submit to the PIC and GEC 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 PD&E process. Obtaining stakeholder public consensus throughout the PD&E phase is the desired outcome of the PIP.

The CONSULTANT shall perform activities necessary to support the PIP that includes the identification of stakeholders and interested parties and the preparation of meeting notes.

1.2 Mailing List

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

- a. Affected residents, business tenants and property owners within the project area.
- b. Interested parties, including:
 1. Residents/property owners within 300 feet of the alternative alignments.
 2. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- c. 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 and PIC a computer file of the mailing list certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

1.3 Notice of Intent (N/A)

1.4 Advance Notification (N/A)

1.5 Scheduled Public Meetings

The CFX has determined that multiple public meetings will be required to provide adequate opportunities for the public to participate in the PD&E Study. The CONSULTANT shall provide to the PIC all support necessary for the CFX to hold or participate in two (2) public meetings, as listed below:

- a. Public Kick-off Meeting (General study overview, area, schedule, issues, etc.)
- b. Public Hearing (Recommended Alternative)

For each meeting, the CONSULTANT shall prepare and/or provide:

- a. Scripts or agenda for presentation.
- b. Graphics for presentation.

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

1.5.1 Project Advisory Committees

The CONSULTANT shall work with the PIC and GEC to establish a PD&E Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from governmental agencies, 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 up to two (2) times each (a total of four [4] meetings) during the PD&E Study 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.

1.5.2 Officials Project Kick-Off

The CONSULTANT will assist the PIC by providing script and graphics for a project kick-off presentation to, at a minimum, the Osceola County commission and MetroPlan Orlando boards (and technical committees as required) at their regularly scheduled meetings.

1.6 Unscheduled Public Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, 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 eighteen (18) such unscheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX Board, the MetroPlan Orlando Board, and Osceola County Board prior to the two milestone meetings.

1.7 Public Hearing

The PIC and CONSULTANT shall provide all support necessary for the CFX to hold or participate in one (1) public hearing, as described in section 1.5 of this document.

1.8 LDCA - N/A

1.9 Special Public Involvement Requirements - N/A

1.9.1 Project Information Line/General Public Correspondence

The CONSULTANT shall make available knowledgeable staff which interested parties may call with questions concerning the project. The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

1.9.2 Project Newsletters

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 three (3) newsletters will coincide with key project milestones as follows:

- a. Kick-off Meeting Newsletter
- b. Pre-Public Hearing Newsletter
- c. Post-Public Hearing 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.

1.9.3 Project Webpage

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 PIC four times during the study. These times will coincide with the newsletter mailings.

1.9.4 In-House Displays

The CONSULTANT shall maintain within its office a viewing area where interested parties may inspect displays including, but not limited to, the following:

- a. 1"=200' scale and/or 1"=400' scale concepts showing all alternatives
- b. Available aerial photography of the study area
- c. A regional map

A representative within the CONSULTANT's office shall be available to assist interested parties and answer questions dealing with the project. Questions which the CONSULTANT is unable to answer shall be referred to the CFX, PIC, and GEC. Upon consultation with the CFX, PIC, and GEC, the CONSULTANT shall draft responses to the questioning parties which shall be endorsed and distributed by the CFX, PIC, or GEC.

The CONSULTANT also agrees to supply duplicates of the 1"=200' scale concepts and the 1"=400' scale concepts for display in the CFX's office.

2 ENGINEERING ANALYSIS AND REPORTS

2.1 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 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.

2.2 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

2.3 Survey Coordination

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 GEC shall be responsible for coordinating with CFX regarding project requirements, review of survey data and scheduling. Existing available controlled aerial photography will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The GEC will recommend mapping scales for approval by CFX. The GEC will provide the CONSULTANT with the most recently available aerials to be used for the study.

2.4 Geotechnical

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, review of geotechnical data and scheduling.

2.5 Traffic

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

2.5.9 Traffic Data for Noise Study

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

2.5.10 Traffic Data for Air Analysis

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

2.5.11 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.

2.6 Safety

The CONSULTANT shall 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.

2.7 Utilities and Railroads

The CONSULTANT shall collect 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:

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

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

2.8 Needs

2.8.1 Transportation Plans

The CONSULTANT shall collect and summarize at a minimum:

- a. Metro Plan Orlando Long Range Transportation Plan
- b. Osceola County Comprehensive Plan
- c. LYNX
- d. Non-motorized modes, including bikeways and pedestrian walkways
- e. Other applicable transportation plans

2.8.2 Analysis of Existing Conditions

The CONSULTANT will analyze the existing facility and conditions for deficiencies.

2.8.3 Purpose and Need

The CONSULTANT will prepare the purpose and need statement and project description. The CFX and GEC will review and approve the Purpose and Need statement.

2.9 Corridor Analysis

2.9.1 Corridor Identification

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall review the previous studies to confirm a viable corridor and determine if other viable corridors exist within which alternative alignments should be developed. The corridor analysis shall be performed in accordance with the PD&E Manual and shall be documented in the Alternative Corridor Evaluation Report.

The results of the Corridor Analysis will be reviewed with the CFX and GEC for final determination of the viable corridor.

2.10 Roadway

2.10.1 Existing Roadway Characteristics

The CONSULTANT shall 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 CFX, FDOT District 5, and Osceola County. 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 Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

2.10.2 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the project. These will include CFX's standard typical sections for new location expressways and interchange ramps. Typical sections for connecting roadways will be developed to meet the requirements of the government agency that is responsible for the maintenance of the roadway. The CONSULTANT shall examine typical sections that may result in minimizing right-of-way, and the incorporating of other desirable features, as deemed appropriate.

2.10.3 Roadway Design Alternatives

Based on CFX direction, the CONSULTANT will then prepare the Refined Conceptual 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 alternative.

The Refined Conceptual Alternative will be presented to the PAG and the EAG for review and input. Based on responses received from the PAG and the EAG, the CONSULTANT will recommend refinements that should be carried forward and developed as the preferred alternative.

The CONSULTANT will abstain from identifying the preferred alternative prior to the public hearing unless specifically requested to do so by the CFX.

The entire Alternatives Development and Evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report.

The CONSULTANT will further refine the Conceptual Alternative, thereby creating the Preferred Alternative. The Preferred Alternative will be prepared on the base maps at an appropriate scale for review and evaluation. Working profiles will be developed for the Preferred Alternative along with interchange concepts and other preliminary design features including property access treatments, stormwater facilities and toll plaza envelopes.

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, retained earth 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 Preferred Alternative will be developed to a point at which the following can be determined:

- a. Horizontal and vertical alignment
- b. Typical cross section
- c. Preliminary right-of-way needs and impacts
- d. Preliminary drainage needs (showing required outfalls)
- e. Existing and proposed utility locations
- f. General soils information
- g. Local roadway improvement needs
- h. Structure locations, sizes, spans, etc.
- i. Potential stormwater pond sites, sizes, locations, etc.
- j. Retaining walls

- k. Sound walls
- l. Other features as directed by the CFX and GEC

2.10.4 Access Management

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

2.10.5 Identify Construction Segments

The CONSULTANT shall make a preliminary review of feasible segments for construction projects within the project in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvements.

2.11 Structures

2.11.1 Existing Structure Characteristics

The CONSULTANT shall inventory and research 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.

2.11.2 Structures Typical Section Analysis

The CONSULTANT shall develop 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.

2.11.3 Structures Design Alternatives

The CONSULTANT will show estimated bridge limits on the Viable Alternative concept. 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 viable alternative bridge.

2.12 Drainage

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternative. This effort will be coordinated with CFX and Osceola County 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 inventory the immediate upstream and downstream structures and inventory 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 viable 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 viable alternate. 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 its 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 condition for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis.

2.13 Concept Plans

2.13.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include:

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

2.13.2 Alternative Concept Plan

The CONSULTANT will prepare an alternative concept plan. At a minimum, the concept plan should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay the concept plan on the base maps. The concept plan 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 plan 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 meeting and hearings.

2.13.3 Preferred Alternative Concept Plans

Upon approval by the CFX of the preferred alternative, the CONSULTANT will develop the preferred alternative on the base maps at a scale of 1" = 100" that includes refinements from the public hearing.

2.14 Typical Section Package

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

2.15 Design Exception and Variation (N/A)

2.16 Multi-Modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternative. 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.

2.17 Park and Ride Lots

The CONSULTANT will identify potential locations for "Park and Ride" facilities.

2.18 Maintenance of Traffic

The CONSULTANT will analyze the preferred alternative for constructability and the ability to maintain traffic. 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.

2.19 Comparative Analysis and Evaluation

The CONSULTANT will prepare an evaluation matrix, which will include the significant impacts and costs of the preferred alternative. The No-Build Alternative will be included in the matrix.

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

- a. Construction Costs
- b. Right-of-way impacts
- c. Engineering costs
- d. Utility impact costs
- e. Environmental impacts
- f. Socio-Economic impacts
- g. Maintenance of traffic impacts
- h. Potential parcel impacts
- i. Drainage impacts / costs
- j. Hazardous material impacts

The CONSULTANT shall be prepared to present the preferred alternative and the evaluation at the project Public Hearing.

The CONSULTANT will complete an evaluation of the Preferred Alternative. This will include engineering, environmental and public input.

2.20 Selection of Recommended Alternative

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

2.21 Value Engineering (N/A)

2.22 Risk Management (N/A)

2.23 Construction Cost Estimate

The CONSULTANT shall prepare a construction cost estimate for the Recommended Alternative.

2.24 Right-of-Way Cost Estimate

The CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for the alternative shown on aerials as well as spreadsheet tables. GEC staff will prepare preliminary R/W costs.

2.25 Preliminary Engineering Report (PER)

The CONSULTANT will prepare the Preliminary Engineering Report (PER) and all required supporting engineering reports in accordance with the PD&E Manual for review and comment by the CFX and GEC. Following review by the CFX, the CONSULTANT will make this report available to the public prior to the Public Hearing. The Final PER will be finalized after the Public Hearing.

2.26 Other Engineering Services N/A

2.27 Quality Assurance/Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for insuring 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 insure that quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial analysis and work. The CFX may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

3 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall perform the appropriate level of 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.

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, and will also follow the format and include content described 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 CFX prior to producing final reports and documents.

3.1 Land Use Changes

The CONSULTANT shall review 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, compared to existing (taking into account current plans and the ongoing roadway improvement).

3.2 Socioeconomic Characteristics

The CONSULTANT will conduct an overview of the study area to explore the socioeconomic issues, features, and activities that will influence the development of the preferred alternative. Socioeconomic features to be cataloged will include, but not be limited to:

- a. Schools
- b. Places of worship
- c. Community centers and parks
- d. Other public facilities
- e. Neighborhoods
- f. 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 preferred alternative. 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.

3.3 Economic

The CONSULTANT shall prepare an Existing Conditions Technical Memorandum that documents 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. The preferred alternative proposing a new roadway alignment with new traffic patterns can greatly alter access/ease of access to local businesses

3.4 Mobility

The CONSULTANT shall review and analyze 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.

3.5 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 evaluate

the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

3.6 Relocation Potential (N/A)

3.7 Archaeological and Historical Resources

The CONSULTANT will provide a cultural resource assessment for the recommended alternative, which shall include coordination with 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 within the Area of Potential Effect (APE) and prepare a Cultural Resource Assessment Request Package as described in the PD&E Manual.

3.8 Recreational/ Section 4(f)

Section 4(f) is not applicable. Recreational areas will be identified as part of 3.2.

3.9 Wetlands and Essential Fish Habitat

The CONSULTANT will collect 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.

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

3.10 Water Quality

The CONSULTANT will 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.

3.11 Special Designation

The CONSULTANT shall collect 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.

3.12 Wildlife and Habitat

The CONSULTANT will 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 preferred alternative.

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.

The CONSULTANT will obtain all biological information needed to prepare a Natural Resources Evaluation of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Natural Resources Evaluation for the project in accordance with the PD&E Manual.

3.13 Identify Permit Conditions

The CONSULTANT will 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.

3.14 Farmlands

The CONSULTANT will confirm and document that there are no farmland impacts associated with this project in accordance with the PD&E Manual.

3.15 Noise

The CONSULTANT shall perform a traffic noise analysis in accordance with the FDOT PD&E Manual. A desktop review will be performed to assess the potential for traffic noise impacts and if a detailed noise analysis is warranted. This task will include collecting all data necessary to perform the noise impact analysis. The CONSULTANT will develop Traffic Noise Model input data and evaluate the existing conditions, the No-Build Alternative and one Build Alternative for the Noise Sensitive Areas (NSAs) potentially impacted by traffic noise. The CONSULTANT will conduct detailed traffic noise barrier analyses for NSAs within 400 feet of the project corridor. The CONSULTANT shall prepare a comprehensive Tech Memo in lieu of a full Noise Study Report.

3.16 Air Quality

The CONSULTANT shall collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with the PD&E Manual. 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.

3.17 Construction Impact Analysis

The CONSULTANT will address potential construction impacts associated with this project in accordance with the PD&E Manual.

3.18 Contamination

The CONSULTANT shall collect all data necessary to perform the Contamination Screening Evaluation in accordance with the PD&E Manual.

3.19 Class of Action Determination (N/A)

3.20 Type II Categorical Exclusion (N/A)

3.21 PEIR

The CONSULTANT will prepare the Project Environmental Impact Report (PEIR) in accordance with the PD&E Manual for review and comment by the CFX and GEC. The CONSULTANT will document Project Planning Consistency consistent with requirements for a State Environmental Impact Report (SEIR) in the PEIR. Following review by the CFX, the CONSULTANT will prepare this report after all other reports have been finalized and will make this report available to the public prior to the Public Hearing. The Final PEIR will be finalized after the Public Hearing.

3.22 Environmental Assessment (N/A)

3.23 FONSI (N/A)

3.24 Draft EIS (N/A)

3.25 Final EIS (N/A)

3.26 Quality Assurance/ Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings, if required.

4 MISCELLANEOUS

4.1 Contract and Project Files

Project Management efforts include complete setup and maintenance, development of monthly progress reports, schedule updates, and effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the GEC in a format as prescribed by CFX 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.

Within ten (10) calendar days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

4.2 Project Management Meetings and Coordination

The CONSULTANT shall meet with CFX as needed throughout the life of the project. It is anticipated thirty (30) monthly progress meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with CFX.

4.3 Additional Services – N/A

APPENDIX A - DESIGN 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 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>Roadside Slopes</u> Front slope Front slope (curb & gutter) Back slope Back slope (curb & gutter)	Fill Height (ft)	Rate	- FDOT PPM Vol. I, Tbl. 2.4.1 - (OOCEA Policy) ₃ Use 1:3 slopes, avoid 1:2 slopes except where as necessary
	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 (Use 10-ft bench at half the height of fill)	
	All	1:2 not flatter than 1:6	
	All	1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope	
	All	1:2 not flatter than 1:6	
<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	Max. Grade 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	730	
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	220-620	
<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 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	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. 2.8.3

Design Element	Design Standard			Source
<u>Superelevation Transition</u> Tangent Curve Spirals	80% (50% min.) 20% (50% min.) (Curves $\square\square\square 30' 00''$ do not use spirals) ₄			-FDOT PPM Vol. I, Sect. 2.9 - (OOCEA Policy) ₃
<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
	0.10	1:200 ₅		
	0.10	1:225		
	0.10	1:225		
	0.05	1:150		
	0.05	1:150		
	0.10	1:200		
	0.10	1:200		
	0.10	1:150		
<u>Vertical Curves</u> Length , $L = KA$	Dsgn. Speed (mph)	K-value		- FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6 - AASHTO Exh. 3-72 (crest), 3-75 (sag)
		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		- OOCEA Policy ₃ Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable
	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 $\square\square$ to 5 \square , 4 $\square\square$ desirable)		- Design Standards Ind. No. 525 - AASHTO Pg. 850-856
Minimum Spacing Entrance to Exit ⁶ 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 $\square\square 45$ mph) $L = WS^2/60$ (DS $\square\square 45$ 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

- Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Entrance Ramp Taper of 900 ft. (1° - convergence)
- Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required.
- Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- 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	E
Public Involvement Plan	1
Quality Control Plan	E

Copies:

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

Copies:

Environmental Items:Copies:

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 and 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	-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)	- FDOT PPM Vol. I, Fig. 2.1.1 - PPM Vol. I, Sect. 2.1.5																																								
<u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	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, 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	<table><tr><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><tr><td>12</td><td>12</td><td>10</td><td>10</td></tr><tr><td>12</td><td>8</td><td>10</td><td>4</td></tr><tr><td>6</td><td>6</td><td>4</td><td>2</td></tr><tr><td>10</td><td>8</td><td>8</td><td>4</td></tr><tr><td>12</td><td>N/A</td><td>10</td><td>N/A</td></tr><tr><td>10</td><td>8</td><td>5</td><td>0</td></tr><tr><td>10</td><td>N/A</td><td>5</td><td>N/A</td></tr><tr><td>10</td><td>10</td><td>5</td><td>5</td></tr></table>	Total (ft)		Paved (ft)		Outside	Left	Outside	Left	12	12	10	10	12	8	10	4	6	6	4	2	10	8	8	4	12	N/A	10	N/A	10	8	5	0	10	N/A	5	N/A	10	10	5	5	- FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1 - Design Standards Index No. 510
Total (ft)		Paved (ft)																																								
Outside	Left	Outside	Left																																							
12	12	10	10																																							
12	8	10	4																																							
6	6	4	2																																							
10	8	8	4																																							
12	N/A	10	N/A																																							
10	8	5	0																																							
10	N/A	5	N/A																																							
10	10	5	5																																							
<u>Shoulder Cross Slope</u> <u>Max. Shoulder "Roll-over"</u>	0.06 7.0%	0.05 7.0%																																								
<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	10 10 6 10 10	6 10 6 6 10																																								
<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 (Use 10-ft bench at half the height of fill)	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy) ₃ Use 1:3 slopes, avoid 1:2 slopes except where as necessary
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)	All	1:2 not flatter than 1:6	
<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	Max. Grade 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) 70 60 55 50 45 30	Distance (ft) 730 570 495 425 360 200	- FDOT PPM Vol. I, Tbl. 2.7.1
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph) 70 60 55 50 45 30	Distance (ft) 780-1445 610-1280 535-1135 465-1030 395-930 220-620	- AASHTO Exh. 3-3
<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) ₁		-FDOT PPM Vol. I, Sect. 2.9 - (CFX Policy) ₃
<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
<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	70	401	181
	60	245	136
	55	185	115
	50	136	96
	45	98	79
	30	31	37
	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 ⁶ 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 $\square\square$ 45 mph) $L = WS^2/60$ (DS $\square\square$ 45 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

- Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Entrance Ramp Taper of 900 ft. (1° - convergence)
- Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

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

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**

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**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.

BY: 
Authorized Signature

Print Name: EDWARD J. GONZALEZ

Title: VICE PRESIDENT

ATTEST:  (Seal)


Secretary or Notary

Melanie L. Nichols

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement

Print Name: ANETH WILLIAMS

Effective Date: _____

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 Tolle 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 Tolle 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	-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)				- FDOT PPM Vol. I, Fig. 2.1.1
<u>Max. Lane "Roll-over"</u> DS 35 mph DS 35 mph	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, 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	Total (ft)		Paved (ft)		- 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
	Outside	Left	Outside	Left	
	12	12	10	10	
	12	8	10	4	
	6	6	4	2	
	10	8	8	4	
	12	N/A	10	N/A	
	10	8	5	0	
	10	N/A	5	N/A	
	10	10	5	5	
	0.06	0.05	-	-	
	7.0%	7.0%	-	-	
	10	6	-	-	
	10	10	-	-	
	6	6	-	-	
	10	6	-	-	
	10	10	-	-	
<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
<u>Roadside Slopes</u> Front slope Front slope (curb & gutter) Back slope Back slope (curb & gutter)	Fill Height (ft)	Rate	- FDOT PPM Vol. I, Tbl. 2.4.1 - (CFX Policy) ₃ Use 1:3 slopes, avoid 1:2 slopes except where as necessary
	0.0-5	1:6	
	5-10	1:6 to CZ & 1:4	
	10-20	1:6 to CZ & 1:3	
	> 20	1:2 with guardrail (Use 10-ft bench at half the height of fill)	
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	
<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	Max. Grade		-
	*		
	3.0%	0.20% / 0.40%	- FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2
	5.0%	0.60%	
	7.0%	1.00%	
	3.5%	0.50%	
	6.0%	0.70%	
	6.5% to 9.0%	-	
	8.0%	0.70%	
	0.3%	-	- 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	730	
	60	570	
	55	495	
	50	425	
	45	360	
	30	200	
<u>Decision Sight Distance</u> (Per avoidance maneuver)	Dsgn. Speed (mph)	Distance (ft)	- AASHTO Exh. 3-3
	70	780-1445	
	60	610-1280	
	55	535-1135	
	50	465-1030	
	45	395-930	
	30	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.)		- FDOT PPM Vol. I, Tbl. 2.8.2a
			- FDOT PPM Vol. I, Tbl. 2.8.3
	3 30' 00"		
	5 15' 00"		
	6 30' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	8 15' 00"		
	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> 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
<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	
<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 \leq 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

- Two thousand (2,000) ft. between entrance and exit terminals - full freeways
- Six hundred (600) ft. between exit and entrance terminals
- Entrance Ramp Taper of 900 ft. (1° - convergence)
- Exit Ramp Taper of 550 ft. (3° - divergence)

Right-of-way

- Ten (10) ft. from back of walls or limit of construction.
- Two (2) ft. from back of sidewalk on frontage roads.
- Drainage and construction easements as required.
- Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- 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: February 26, 2019

SUBJECT: Approval of Contract Award to Moffatt & Nichol, Inc. for Design Consultant Services
for SR 429 Widening from West Road to SR 414
Project No. 429-153; Contract No. 001396

The Board approved on December 13, 2018 , the final ranking and authorization to negotiate with firms for SR 429 Widening from West Road to SR 414. Board award of the contract to Moffatt & Nichol, Inc. is requested in the not-to-exceed amount of \$5,160,000.00.

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

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



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: November 15, 2018

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for
Design Consultant Services for SR 429 Widening from West Road to SR 414
Project 429-153, Contract No. 001396

Letters of Interest for the referenced project was advertised on September 16, 2018. Responses were received from thirteen (13) firms by the deadline. Those firms were: BCC Engineering, Inc., GAI Consultants, Inc., HDR Engineering, Inc., Inwood Consulting Engineers, Inc., Jacobs Engineering Group, Inc., Kelly, Collins & Gentry, Inc., Kisinger Campo & Associates, Moffatt & Nichol, Protean Design Group, Inc., Scalar Consulting Group, Inc., Tetra Tech, Inc., The Balmoral Group and WSP USA, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on October 15, 2018 and shortlisted Moffatt & Nichol, Inc., Inwood Consulting Engineers, Inc. and Protean Design Group, Inc.

Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on November 13, 2018. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Ranking</u>	<u>Firm</u>
1	Moffatt & Nichol, Inc.
2	Inwood Consulting Engineers, Inc.
3	Protean Design Group, Inc.

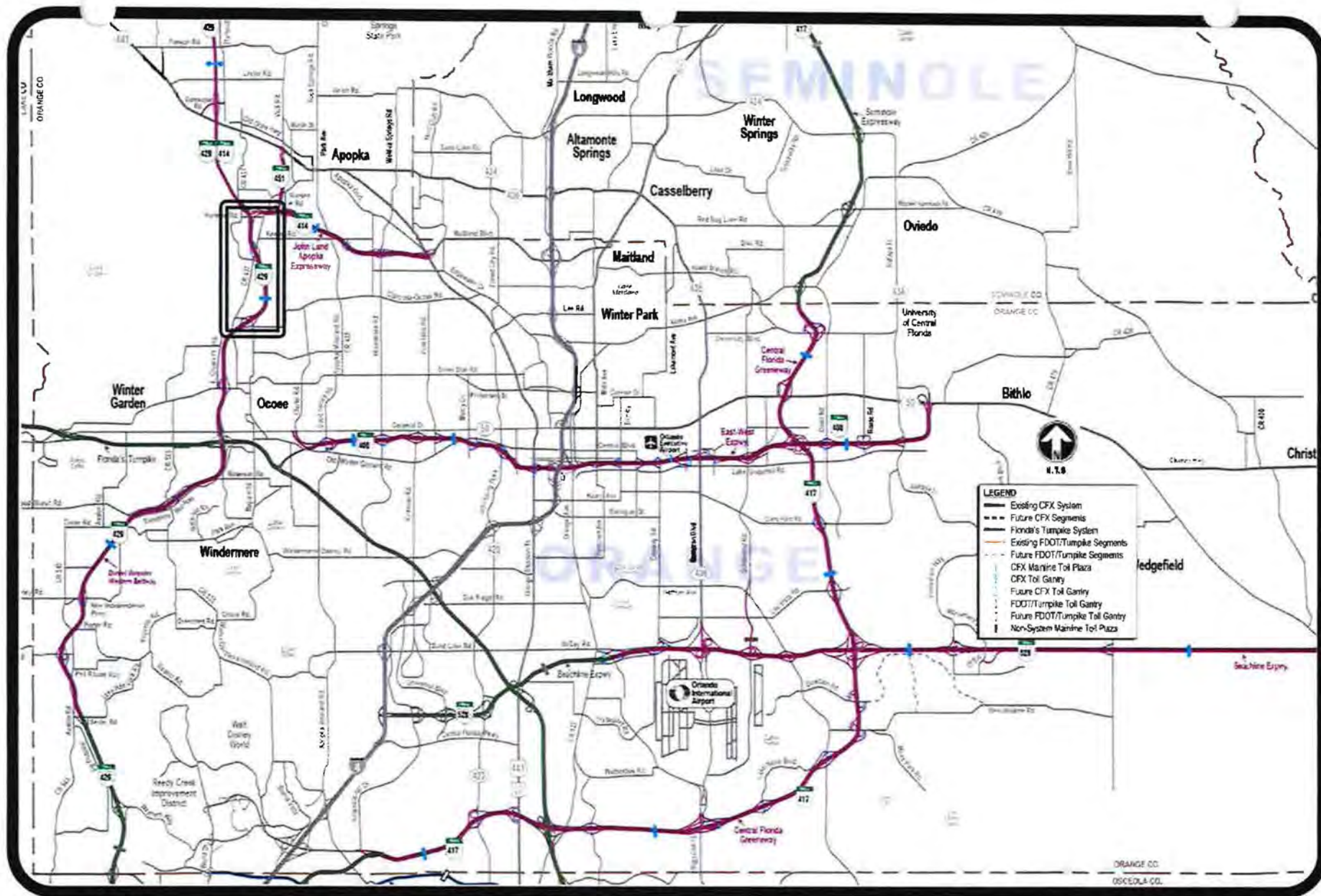
Board approval of the final ranking and authorization to enter into fee negotiations with Moffatt & Nichol, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Moffatt & Nichol, Inc. is not successful,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

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

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



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



Project Location Map for
SR 429 Widening from West Road to SR 414 (429-153)

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MOFFATT & NICHOL, INC.**

SR 429 WIDENING FROM WEST ROAD TO SR 414

CONTRACT NO. 001396, PROJECT 429-153

CONTRACT DATE: MARCH 14, 2019

CONTRACT AMOUNT: \$5,160,000.00

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

SR 429 WIDENING FROM WEST ROAD TO SR 414

DESIGN SERVICES

**CONTRACT NO. 001396
PROJECT 429-153**

MARCH 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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<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 14th day of March 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 Moffatt & Nichol, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

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 SR429 Widening from West Rd. to SR 414 identified as Project No. 429-153 and Contract No. 001396.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

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

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

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

5.0. PROFESSIONAL STAFF

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

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

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

BASE Consultants, Inc. (Class I)	DRMP, Inc. (Class I)
Environmental Science Associates (Class I)	EPG Engineering (Class I)
Maser Consulting P.A. (Class I)	WBQ Design & Engineering, Inc. (Class I)
Ardaman & Associates, Inc. (Class II)	Maser Consulting P.A. (Survey) (Class II)
Page One Consultants, Inc. (Class II)	

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,160,000.00 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 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL. 32746.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

17.0. DOCUMENTED ALIENS

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

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

18.0. E-VERIFY CLAUSE

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

the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 21.4. been engaged in business operations in Cuba or Syria; or

- 21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor.

By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

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

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

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

23.6 The obligations in Section 23.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

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

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

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

To CONSULTANT: Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL. 32746
Attn: Bill Terwilleger, P.E.

Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL. 32746
Attn: Darrell Nance, P.E.

26.0. HEADINGS

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

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

29.0. SEVERABILITY

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

30.0. INTEGRATION

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

31.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 14, 2019.

MOFFAT & NICHOL, 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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**SR 429 WIDENING FROM
West Road to SR 414**

PROJECT 429-153

IN ORANGE COUNTY, FLORIDA

February 25, 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. 429 inside widening from West Road to SR 414. Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width (closed 40' median with median barrier). All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.3 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 429 inside widening from West Road to SR 414.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

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

- 1. Project Milestones:

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

- 2. Project Schedule:

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

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

- 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 - 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
 - 3. The FDOT Design Manual, latest edition, shall be used for this project.
 - 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

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

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

3.2 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	

	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

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

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

Ramp Operations

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

Right of Way

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

3.3 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

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

- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from West Road (Station 326+50 +/-) to north of the SR 429 bridge over the SB exit ramp to SR 414 (Station 540+00). Specifically, the project consists of widening to the inside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, W. Orange Trail, McCormick Road, Ocoee Apopka Road, SR 414, and the SB exit ramp to SR 414 will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Also included is replacing the existing mainline bridges at CR 437A with a new single span bridge including raise mainline profile for increased depth of structure. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

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

4.3 Preliminary Design Report - Review

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

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

layout for the project.
B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items:

1. Horizontal sight distance and outside widening through first horizontal curve
2. Potential tier wall along Golf Course for flattening slopes
3. Possible redesign of the interchange at CR 437A, including replace existing bridges
4. MSE walls at McCormick Road, settlement issues, pipe inspection
5. Concrete pavement widening at Toll Plaza
6. McCormick Road bridge constraint due to 69KV line
7. Pavement analysis
8. Expressway Median treatment
9. Hydroplane analysis
10. Lane Drop Analysis at SR 429 and SR 414 Interchange
 - a. Provide alternative analysis for the mainline and ramp connections at the SR 414 interchange detailing the operational results of a No-Build and Build scenarios using comparative analysis. The Build scenario includes carrying a lane drop thru the SR 414 interchange. The No-Build and Build scenarios will be tested in an existing year, an interim year, and a horizon year. The specific existing, interim, and horizon years shall be determined in discussions with CFX staff.
 - b. If the existing, interim, and horizon years for the lane drop analysis are determined to be different from the years provided by CFX, M&N will perform a straight-line interpolation between the available years to produce the traffic for the target years. If any targeted year is outside of the traffic years provided by CFX, M&N will reduce or grow the traffic from the provided year by 2 percent per year to the targeted year.
All Daily traffic (AADT) provided, or interpolated, shall be converted to peak hour volumes using peak hour factors derived from provided counts, or using factors recommended by CFX staff.
 - c. Traffic entering and exiting the mainline using the SR 414 interchange will be assigned using existing count percentages. M&N will review current travel demand model future runs to determine if land use adjacent to the SR 414 interchange requires the split of traffic entering and exiting the mainline to be adjusted.

Any assumption that changes the future percentages of entering and exiting traffic from the interchange will be documented.

- d. M&N will develop a No-Build traffic operations model in Synchro. The limits of the model shall include the on and off ramps to SR 414 to the north, and the on and off ramps on the north side of Ocoee Apopka Road to the south. The model shall include all ramps at the SR 414 interchange, and part of SR 414. The No-Build existing year model shall be calibrated using field observations of existing queuing and operations.
- e. After the No-Build existing year model is deemed to provide a reasonable base for analysis, a Build model shall be produced by utilizing the No-build model and performing editing to create the Build scenario. Both models will be updated for the future years by updating the traffic based on the future years traffic forecast. Because the improvement being tested in the Build scenario will not induce traffic demand, or change the travel route, both the No-Build and the Build models shall utilize the same traffic forecasts and the same entering and exiting traffic assignments.
- f. M&N will output Measures of Effectiveness (MOEs) from the No-Build and Build models for performing comparative analysis. The MOEs will be documented for each scenario, for each year, and the differences shall be noted.
The comparative analysis shall include a matrix of MOEs by scenario and year that highlights the differences in performance. A narrative will also be provided that details the operations indicated from the Synchro traffic simulation runs.
- g. M&N will prepare a traffic operations analysis technical memorandum including the results of microscopic simulation analyses. The memorandum will include all traffic, assumptions, and traffic assignments. The memorandum will include traffic figures showing the daily and peak hour traffic utilized for the Build and No-Build scenarios for the existing, interim, and future years. A digital copy of the Draft Technical Memorandum will be prepared for CFX staff to review and revised based on any comments provided. The comments provided by CFX staff on the Draft Technical Memorandum will be addressed in the Final Technical Memorandum.

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. Bench marks are included on control points

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1" = 50' display scale shall be conducted by the Consultant.
2. 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.
6. Water Retention Areas/Floodplain Compensation Ponds—survey data to create complete DTM. Location of all existing features on site. Estimated number of ponds = 2.
7. Line cutting and work zone safety as necessary to complete the above scope items.

F. Drainage Survey

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

G. Underground Utilities

1. Quality Level B Designating: Provide Utility Designates at
 - a. SR 429 Mainline - 5.4 miles x 1 utilities = 5.4 miles of DES
 - b. CFX will designate their FON, electrical and toll facilities within the SR429 ROW throughout project limits
 - c. Designating efforts include all other utilities except the CFX designated facilities
 - d. S Binion Rd - .1-mile x 2 utilities = .2 miles of DES
 - e. Maitland Blvd Ext. - 2.33-mile x 1 utilities = 2.33 miles of DES
 - f. Harmon Rd - .21-mile x 4 utilities = .84 miles of DES
 - g. Ocoee Apopka Rd - .35-mile x 4 utilities = 1.40 miles of DES
 - h. W McCormick Rd - .13-mile x 5 utilities = .65 mile of DES
 - i. W Orange Trail - .06-mile x 2 utilities = .12 mile of DES
 - j. Clarcona Ocoee Rd - .14-mile x 5 utilities = .70 mile of DES
2. Locates for verification of QLB and non-tonables : Total Test Hole Bank:70
 - a. - Cross Streets/Interchange - 1 cross section per cross street (22 utilities) = 22 THs
 - b. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 26

3. Quality Level A Locating - Total Test Hole Bank: 230
 - a. SR 429 Mainline: 10 - Overhead Truss Signs (100THs), 8 - Overhead Cantilever Signs (40THs), 14 - Multi-post Signs (56THs), 2 - Box Culvert Ext. (4THs), 10 - CCTV Poles (10THs), 4 - Misc. Drainage Structures (4THs)
 - b. Ocoee Apopka Rd: 6 - Signal Mast Arms (30THs)
 - c. Noise Wall, MSE Wall, Miscellaneous locating (20THs)
4. Survey
 - a. Stake all proposed sign, signal, and structure locations prior to QLA locating
 - b. Map all utility designates and locates (including FON and electrical lighting marked by CFX)
- H. Side Street Surveys

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

Provide bridge survey data as needed for engineering design. 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.
- C. Milling and resurfacing limits extend from approximately Station 1106+20 to north of West Road, approximately Station 335+00. Portions of ramps at gore areas impacted by widening are included.
- D. Full depth pavement shall be provided in the median shoulders, except for 3' adjacent to the median barrier.

4.8 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation

of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.9 Governmental Agency and Public Meetings

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

4.10 Environmental Permits

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

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
13. FDEP permit modifications for SR 429 and SR 414 permits for stormwater criteria associated with additional impervious surfaces. No USACE permitting anticipated.
14. Species-specific survey for gopher tortoise (burrows likely along the outer ROW perimeter and within dry ponds
15. USFWS coordination to obtain concurrence that sand skink surveys are not warranted in previously disturbed/maintained grass ROW.
16. Pre-application meeting with FDEP

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.

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

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the

alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge Widening designs will be provided for widening of the following bridges:
 - a. W. Orange Trail SB – inside widening
 - b. W. Orange Trail NB – inside widening
 - c. McCormick Road SB – inside widening
 - d. McCormick Road NB – inside widening
 - e. Ocoee Apopka Road SB – inside widening or Bridge Replacement
 - f. Ocoee Apopka Road NB – inside widening or Bridge Replacement
 - g. Harmon Road SB – inside & outside widening
 - h. Harmon Road NB – inside widening
 - i. SB exit ramp to SR 414SB – inside widening
 - j. SB exit ramp to SR 414NB – inside widening
2. Retaining walls (may vary based on final design limits)
 - a. Permanent MSE walls:
 - i. Wall extension at Ocoee Apopka Road SB, south abutment – approximately 100 LF
 - ii. Wall extension at Ocoee Apopka Road SB, north abutment – approximately 100 LF
 - iii. Wall extension at Ocoee Apopka Road NB, south abutment – approximately 100 LF
 - iv. Wall extension at Ocoee Apopka Road NB, north abutment – approximately 100 LF
 - b. Critical Temporary Walls
 - i. Wall for construction of Ocoee Apopka Road Bridge replacement (4 total)
3. Box Culverts – Raise head wall of conspan structure
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: To replace existing structures impacted by the widening and provide additional anticipated sign structures.
 - a. 8 Overhead Cantilever Sign Structures
 - b. 7 full trusses (static + 1-line DMS) analyze for new panels/new loading and 1 replacement truss and 1 midspan DMS
 - c. Two signal structures are anticipated.
 - d. Three CCTV poles
 9. Structural design of sound walls. 4000 LF
 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.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.
 2. Finalize the pond design at the 30% submittal. Modify 13 existing ponds for additional treatment for the ramp modification areas and slight increase of mainline impervious area. Treatment and attenuation calculations will be prepared for 13 existing ponds. Modify outfall control structures for 6-lane configuration for 13 existing pond structures.
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments

at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 7. Prepare 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

4.15 Roadway Lighting

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

5. Project Layout sheet
 6. Plans sheets (plans at 1" = 50' scale)
 7. Service point detail
 8. Special Details
- D. Lighting Justification Report is not required
 - E. Lighting design analysis report
 - F. SR 429 Proposed roadway lighting design limits: West Road (approximate Sta 325+00) to north of SR 414 (approximate Sta 540+00)
 - G. Lighting approach: Retrofit existing conventional HPS lighting system with conventional LED fixtures within the defined lighting limits. Replace existing conventional lighting system where spacing does not accommodate widening at West Road realignment and Ramp Gores. Retrofit existing conventional light poles to remain/relocate with LED fixtures. Add lighting system along SR 429 in 0.5-mile gap between McCormick Road and CR 437A interchange lighting. Replace existing load centers.
 - H. Design to accommodate the proposed 6-lane typical section (includes full inside and outside shoulders).
 - I. Underdeck lighting at all impacted bridge sites. No remote drivers anticipated since no work over high volume roads.
 - J. Sign lighting within project signing limits.

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 1. The Consultant shall prepare maintenance of traffic plans at scale of 1" = 50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 2. The Consultant shall investigate the need for temporary traffic

signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. The following existing structures will be impacted by the widening and need to be replaced; six (6) cantilevers, three (2) span trusses (one full and one-half span), two (2) bridge mount, and twelve (12) multi-post sign structures.

4.18 Signalization Plans

- A. Signal plans are not anticipated for this improvement. If requested, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- C. SR 429 NB off-ramp @ CR 437A
 1. 1 mast arm replacement and re-looping for new dual left turn lanes on CR 437A
 2. Fiber interconnect replacement due to new bridge impacts
- D. SR 429 SB off-ramp @ CR 437A
 1. 1 mast arm replacement and re-looping for new dual left turn lanes

on CR 437A

2. Fiber interconnect replacement due to new bridge impacts

4.19 Right-of-Way Surveys

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

4.20 Cost Estimates

- A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

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

- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable 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. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Relocation/replacement 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.
- v. Relocation/replacement/upgrade of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- w. Relocation/ replacement of existing 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.
- x. Relocation/ replacement/upgrade 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.
- y. Wrong-Way Detection RRFBs for SR 429 off-ramps to CR 437A road are to remain as-is.
- z. Toll Violation Structure: Northbound and southbound structure and associated control circuit to be removed due to inside widening.

- aa. Accommodate conduit and access pull boxes for future Part Time Shoulder Running (PTSR) ITS where reasonable.
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

Summary of Assumed FON Impacts	
FON Backbone	Notes
SR 429 NB: FOMH-429-28.4A-NB to FOMH-429-29.8-NB	CR 437A bridge replacement and existing FON attachment to bridge deck
SR 429 SB: FOMH-429-28.4-SB to FOMH-429-29.8-SB	CR 437A bridge replacement and existing FON attachment to bridge deck
SR 429 NB: FOMH-429-26.7-NB to FOMH-429-27.1-NB	Outside widening through the horizontal curve near West Rd
FON Drops/Laterals	Notes
Multiple locations along SR 429 NB/ SB	Cut/fill grade changes or wall construction along the outside roadway embankments

Summary of Assumed Device Impacts	
3-Line Walk-in DMS Sites	Notes
DMS-429-28.2-NB	To be relocated to new structure due to inside widening impacting existing structure
2-Line Toll DMS Sites	Notes
DMS-429-26.9-NB	To be relocated to new structure due to outside widening impacting existing structure near West Rd

DMS-429-27.5-NB	To be relocated about existing structure due to additional thru lane created by widening
DMS-429-27.9-SB	To be relocated about existing structure due to additional thru lane created by widening
DMS-429-28.3-SB	To be relocated about existing structure due to additional thru lane created by widening
CCTV Sites	Notes
CCTV-429-26.6-SB	To remain as-is
CCTV-429-26.9-NB	To be replaced due to outside widening near West Rd
CCTV-429-27.4-NB	To remain as-is
CCTV-429-27.5-SB	To remain as-is
CCTV-429-28.0-SB	To remain as-is
CCTV-429-28.2-SB	To remain as-is
CCTV-429-28.4-NB	To remain as-is
CCTV-429-29.0-NB	To be replaced due to bridge replacement at CR 437A
CCTV-429-28.8-SB	To remain as-is
CCTV-429-30.0-NB	To remain as-is
CCTV-429-30.3-SB	To remain as-is
CCTV/TMS Sites	Notes
CCTV/TMS-429-26.8-NB	To be replaced due to outside widening near West Rd
TMS Sites	Notes
TMS-429-27.9-SB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-28.7-NB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-29.5-NB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-29.8-SB	To be adjusted/modified due to additional thru lane created by widening

TMS-429-29.8A-SB	To be adjusted/modified due to additional thru lane created by widening
TMS-429-30.0-NB	To be adjusted/modified due to additional thru lane created by widening
DCS Sites	Notes
DCS-429-26.9-SB	To be replaced due to outside widening impacting existing structure near West Rd
DCS-429-28.7-NB	To be upgraded due to additional thru lane created by widening
DCS-429-29.7-SB	To be upgraded due to additional thru lane created by widening
DCS-429-30.0-NB	To be upgraded due to additional thru lane created by widening
Wrong-way Detection Sites	Notes
WWD-429-28.8-NB	To remain as-is
WWD-429-29.0-SB	To remain as-is
Load Center Sites	Notes
ESM-429-26.9-SB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-26.9-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-27.7-SB	To remain as-is
ESM-429-28.0-SB	To remain as-is
ESM-429-28.2-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-28.2-SB	To remain as-is
ESM-429-29.0-NB	To be upgraded to standard due to impacts to existing connected devices
ESM-429-29.8-NB	To remain as-is
ESM-429-30.3-SB	To remain as-is

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for

re-termination of drop or end to end (butt) splices.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

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

4.24 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental

Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

- B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material

presented for review in a prompt manner recognizing a construction contract is underway.

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

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

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

5.2 Traffic Data

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

5.3 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

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

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and

answer questions on a limited scope.

- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

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

6.7 Conceptual Specialty Design

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

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

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

7.2 CFX's Project Manager 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)

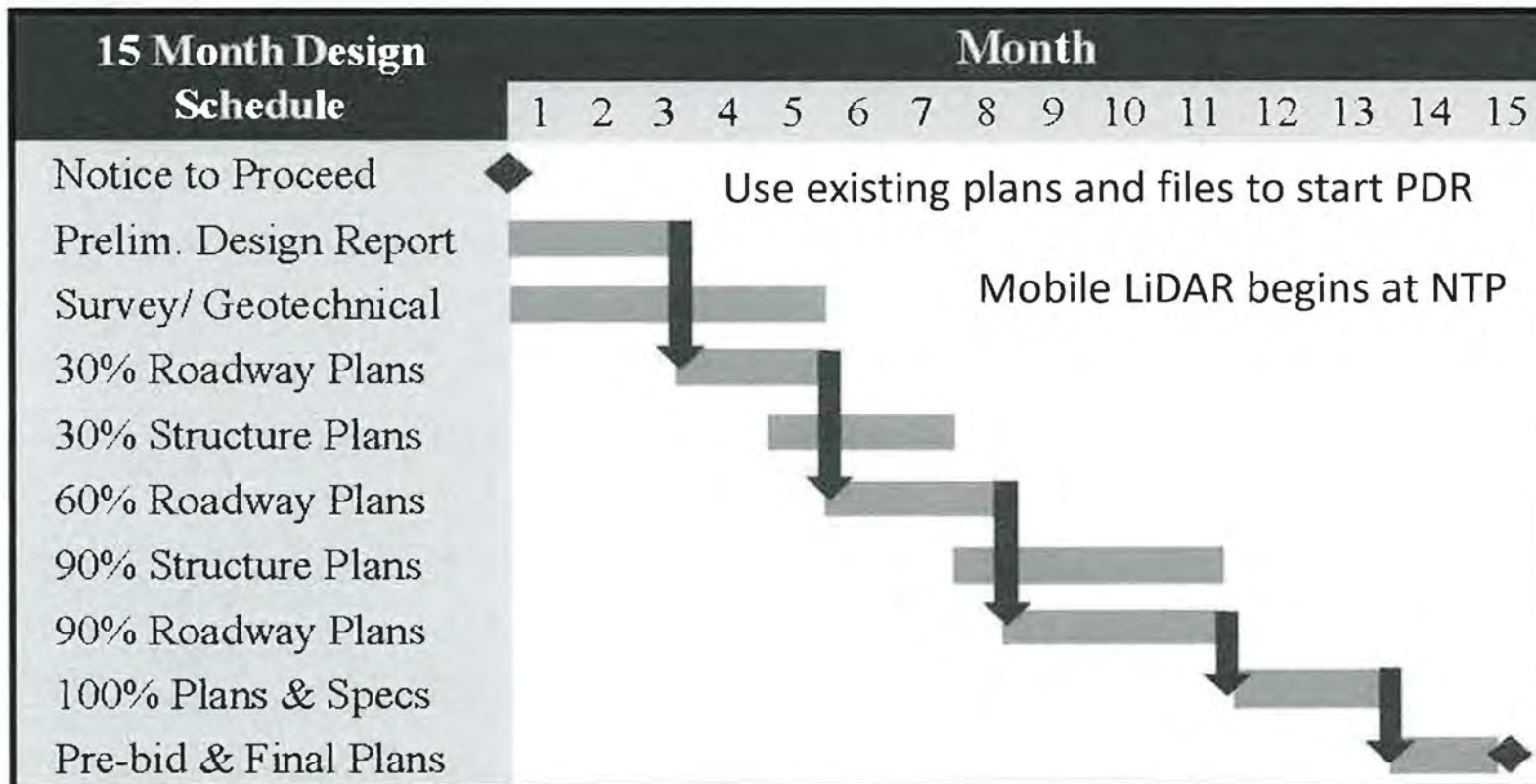
7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

- 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

Project Schedule




Durations include QA/QC and CFX reviews

**CONSENT AGENDA ITEM
#6**

MEMORANDUM

TO: CFX Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti


DATE: February 22, 2019

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on January 31, 2019.

1. Payment Card Industry (PCI) Assessment with Report on Compliance
2. Department of Highway Safety and Motor Vehicles Data Security Assessment
3. Procurement and Contract Billing Audits

Reviewed by: _____





Face the Future with Confidence

Central Florida Expressway Authority

Payment Card Industry (PCI) Assessment

January 2019

protiviti®
Face the Future with Confidence

PCI Data Security Standard

The assessment focused on over 400 controls within the following twelve domains of the PCI Data Security Standard

<i>Build and Maintain a Secure Network</i>	1. Install and maintain a firewall configuration to protect cardholder data
	2. Do not use vendor-supplied defaults for system passwords and other security parameters
<i>Protect Cardholder Data</i>	3. Protect stored cardholder data
	4. Encrypt transmission of cardholder data across open, public networks
<i>Maintain a Vulnerability Management Program</i>	5. Use and regularly update anti-virus software or programs
	6. Develop and maintain secure systems and applications
<i>Implement Strong Access Control Measures</i>	7. Restrict access to cardholder data by business need to know
	8. Assign a unique ID to each person with computer access
	9. Restrict physical access to cardholder data
<i>Regularly Monitor and Test Networks</i>	10. Track and monitor all access to network resources and cardholder data
	11. Regularly test security systems and processes
<i>Maintain an Information Security Policy</i>	12. Maintain a policy that addresses information security for all personnel

Summary of the Assessment

- Protiviti team performed onsite and remote fieldwork between July 9, 2018 through October 26, 2018.
- A Report on Compliance was submitted on October 26, 2018 to Bank of America Merchant Services.
- Fieldwork was conducted through a variety of methods including documentation review, interviews, technical analysis, and physical investigation.
- All CFX individuals involved were extremely helpful and well attuned to the importance of the assessment.





Face the Future with Confidence

Confidentiality Statement and Restriction for Use

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DHSMV Data Security Assessment

Central Florida Expressway Authority

November 2018

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FY2019 DHSMV Data Security Assessment

Executive Summary

Overview

During the period of November 5, 2018 to November 16, 2018, Internal Audit performed a Data Security Assessment of the Department of Highway Safety and Motor Vehicles ("DHSMV") data within the Central Florida Expressway Authority ("CFX") environment. The objectives of the assessment were to review internal controls for gaps in design related to the requirements set forth in *Section V – Safeguarding Information*, of the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding ("MOU").

The summarized objectives of Section V are:

- Information exchanged will not be used for any purposes not specifically authorized by the MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purposes, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- Access to the information will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- All personnel with access to the information exchanged under the terms of the MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party (CFX).
- All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party (CFX).
- All access to the information must be monitored on an on-going basis by the Requesting Party (CFX). In addition, the Requesting Party (CFX) must complete an annual audit to ensure proper and authorized use and dissemination.

FY2019 DHSMV Data Security Assessment

Scope and Approach

Internal Audit conducted an assessment of the process used for safeguarding DHSMV data in the CFX environment. In order to complete this review, the following procedures were performed:

- Reviewed policies and procedures related to the safeguarding of electronic and physical data transfers, data storage, and data access.
- Conducted interviews with key personnel to understand the *Drivers License or Motor Vehicle Record Data Exchange* process.
- CFX Management approved the scope of work and believed it to be sufficient to meet the requirements of the MOU. Conducted testing of controls related to the following areas:
 - Policies and Procedures
 - Application Access
 - Segregation of Duties
 - Change Control
 - Data Storage
 - Data Transfer
 - Network Firewall
 - Network Architecture
 - Active Directory
 - Physical Security
- After testing was completed, analysis was performed to compare the results of testing to the control objectives outlined in the MOU.

FY2019 DHSMV Data Security Assessment

Summary of Results

As a result of this review, Internal Audit identified zero (0) observations that should be addressed in order to enhance CFX's Drivers License or Motor Vehicle Data Exchange process.

FY2019 DHSMV Data Security Assessment

Appendix A – Controls Tested

	Control Objective	Control Description	Testing Results
1	Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.	Policies and Procedures: CFX implements company-wide policies and procedures that enforce the safeguarding of company data and other sensitive customer data whether or not it is currently being used or accessed.	Control Effective
2	All personnel with access to the information exchanged under the terms of the Drivers License or Motor Vehicle Record Data Exchange MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the requesting party.	Training: CFX requires in the hiring process that all users sign an acknowledgement after reviewing either the employee or contractor security guidelines handbook which covers the safeguarding of data. These acknowledgments must be maintained for all current/active users.	Control Effective
3	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	TRIMS Access: System access to the TRIMS applications for new users is appropriately administered through the submission of a New User Authorization Form. This form is completed by the new user's Manager and the proper approvals/signatures are obtained. Access to the applications is then administered by IT support.	Control Effective
4	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	TRIMS Access - Terminated Users: System access to the TRIMS application and company network is appropriately revoked in a timely fashion for terminated users. Upon receipt of a termination notification (email, authorization form, phone call, etc.) from HR or a Manager responsible for the terminated user, the user's system account is disabled immediately.	Control Effective

FY2019 DHSMV Data Security Assessment

	Control Objective	Control Description	Testing Results
5	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Database-level Access: Database-level access is restricted to the appropriate individuals through the use of unique accounts.	Control Effective
6	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Server-level Access: Server-level access is restricted to the appropriate individuals through the use of unique accounts.	Control Effective
7	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	FTP Gateway Access: All individuals / user accounts with access to the FTP Gateway are authorized and appropriate.	Control Effective
8	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Host (HT250) Access: All individuals / user accounts with access to the Host (HT250) are authorized and appropriate.	Control Effective
9	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Oracle DB Access: All individuals / user accounts with access to the Oracle DB are authorized and appropriate.	Control Effective
10	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	DOCPRD1 and DOCPRD2 Access: All individuals / user accounts with access to the DOCPRD1 and DOCPRD2 servers are authorized and appropriate.	Control Effective
11	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Infoview Crystal Reports (RPTPRD4) Server Access: All individuals / user accounts with access to the Infoview Crystal Reports (RPTPRD4) server are authorized and appropriate.	Control Effective

FY2019 DHSMV Data Security Assessment

	Control Objective	Control Description	Testing Results
12	Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.	DHSMV Data Access: Management performs a periodic review of user access across each of the in-scope entities to ensure that the assigned access level is commensurate with his/her job function.	Control Effective
13	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Change Control / Patch Management: Dedicated test environments exist for the testing of changes and patches, where practical. CFX appropriately documents and tests each change.	Control Effective
14	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Change Control / Patch Management: All changes and patches are authorized, executed, and documented according to stated procedures.	Control Effective
15	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Data Encryption: Driver's license number as it is obtained from the DHSMV is encrypted when stored in the Oracle database.	Control Effective
16	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Network - Firewall: CFX has an operational firewall in place to restrict access to the internal network.	Control Effective
17	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Network - Active Directory: All individuals with Active Directory credentials are current, active users and all rights granted through Active Directory are commensurate with their current job responsibilities.	Control Effective

FY2019 DHSMV Data Security Assessment

	Control Objective	Control Description	Testing Results
18	Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.	Physical Security - Data Center: Access to the data center(s) is restricted to appropriate personnel and is provided through the use of a physical key or key card.	Control Effective
19	Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.	Physical Security - Work Areas: Access to the work areas is restricted to appropriate personnel and is provided through the use of a physical key or key card.	Control Effective
20	All access to the information must be monitored on an on-going basis by the Requesting Party. In addition the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.	Logging & Monitoring: Logging and auditing functions are enabled on all in-scope entities. In addition, all system logs are monitored for unauthorized access and irregular activity.	Control Effective
21	All access to the information must be monitored on an on-going basis by the Requesting Party. In addition the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.	Vulnerability Scanning / Penetration Testing: CFX performs periodic external vulnerability scans and penetration tests.	Control Effective





Procurement and Contract Billings Audit

January 8, 2019

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Executive Summary



Objectives

In accordance with the 2019 Internal Audit Plan, Internal Audit audited two Central Florida Expressway Authority (“CFX”) contracts with a combined contract value exceeding \$85.3 million from a population of large currently active engineering, service, maintenance, operations, and construction projects. The last contract billing audit was completed during February 2018 and included a different set of contracts. The objectives of this audit were to (1) audit the accuracy of items billed to CFX in accordance with contract terms and conditions, and (2) identify and test key processes and controls related to contract procurement, contract administration, project and cost management, and supplemental agreement management.



Audit Approach

This audit was performed using a four-phased approach as outlined below:

Phase I – Contract Analysis and Selection

To select contracts for audit, Internal Audit obtained a listing of all active contracts and identified a short-list of contracts for audit after interviewing management and performing a risk analysis based on contract size, duration, terms and conditions, and nature of the work performed. The following contracts were selected for review and approved by the Audit Committee prior to audit:

1. **Southland Construction, Inc. (#001123)** – Contract for construction of S.R. 429 (Wekiva Parkway) Systems Interchange. Work under this contract began in January 2016 and has a current contract value of approximately \$83 million. As taken from Eden, CFX’s accounting system, total expenditures to date at the time of the audit were approximately \$74 million. The Southland Construction contract was selected for audit due to the size and spend to date, and because the contract was in the process of being closed out during the testing timeframe, so that the close-out process could be reviewed and potential recoveries could be easily pursued should they be identified.
2. **Kapsch Trafficcom USA, Inc. (#001283)** formerly Schneider Electric Mobility NA, Inc. (#001113) – Contract for maintenance of ITS infrastructure. Work under this contract began in January 2017 and has a current contract value of approximately \$2.3 million. As taken from Eden, total expenditures to date at the time of this audit were approximately \$2.1 million. This contract was selected as a maintenance contract has not been audited previously.

Phase II – Processes and Controls Review

Internal Audit performed procedures to review CFX’s processes, policies, and procedures related to procurement, contract administration, project and cost management, and supplemental agreement management. Key internal controls within each of these areas were identified and tested for each contract selected in Phase I. A summary of the procedures performed, results, and observations are provided on the following pages. Additional details on the procedures performed are included in Appendix A.

Executive Summary



Audit Approach

In September 2018, Internal Audit completed a review of open recommendations issued as part of the prior year 2018 Procurement and Contract Billing Audit and verified that all have been incorporated into practice and policy by CFX staff. The audit recommendations issued during prior year audits were also considered and incorporated for review as part of the 2019 Procurement and Contract Billing Audit in order to verify that prior years' findings were resolved and are not prevalent in the contracts selected for current evaluation and testing.

Phase III – Contract-Specific Audit Procedures

Internal Audit performed detailed procedures to review contract terms, costs billed to CFX, and other key attributes for each of the contracts selected for audit. The contracts selected, value, spend to date, sample tested, and percentage of spend tested are outlined below:

Contract	Contract Value	Spend to Date [1]	Sample Tested [2]	% Spend Tested
Southland Construction, Inc.	\$83,003,713	\$74,009,444	\$46,368,997	63%
Kapsch Trafficcom USA, Inc.	\$2,374,388	\$2,153,854	\$1,561,963	73%
Total	\$85,378,101	\$76,163,298	47,930,960	63%

[1] As of October 19, 2018

[2] Invoices were selected for testing using judgmental sampling. A detailed report of all invoices paid to date was obtained for each contract and analyzed on a month over month basis to select samples for testing. The invoices selected were tested for compliance with contract terms and conditions.

Phase IV – Reporting and Deliverables

Internal Audit prepared this report for management review and comment and for issuance to the CFX Audit Committee.

Executive Summary



Summary of Procedures and Results

For the contracts selected for audit, Internal Audit identified risks and tested 87 key controls within the process areas outlined below. Where applicable, a sample of detailed project costs was reviewed and tested for compliance with contract terms and conditions. The procedures performed resulted in a clean audit, and no internal control findings or process improvement recommendations were identified as part of the review. The table below provides an overview of the areas reviewed for each contract audited.

Process	Procedures Performed / Key Areas Reviewed	Total Controls Tested	Number of Observations
Procurement	Project funding and bid authorization, project bidding (sealed bids and competitive sealed proposals), bid awards, bid bond requirements, and contract renewals.	25	-
Contract Administration	Contract terms and conditions, insurance, bond and permitting requirements, and minority and women owned business ("MWBE") requirements.	10	-
Project & Cost Management	Invoice processing, project planning, scheduling, quality control, subcontract management, cost management, owner direct material purchases ("ODMP") management, and project reporting.	38	-
Change Order Management	Supplemental agreement review, approval, and execution.	9	-
Project Closeout	Preparation, approval, and submission of project close-out documents.	5	-
TOTALS:		87	-

Further details related to the specific procedures performed are provided in Appendix A.

Appendix A

Detailed Audit Procedures Performed

Detailed Audit Procedures Performed

Procurement

Internal Audit performed detailed audit procedures related to the procurement, bidding, award, and renewal of all contracts selected for testing. The procedures performed included:

- ❖ High level review of the process for establishing bid estimates for large construction contracts;
- ❖ Testing of Board approval to advertise for bids and proposals and Board approval of the contract award;
- ❖ Testing for the use of five-year contract terms and the option for five one-year renewals for contracts;
- ❖ Testing of the key components of the competitive sealed bid and proposal processes, including:
 - Completion and utilization of bidding and award schedules;
 - Timestamps applied to all received proposals and compliance with submission deadlines;
 - The use of bid opening and bid tabulation sheets;
 - Performance of unbalanced bid reviews for competitive bids;
 - Completion of disclosure forms by CFX's employees responsible for evaluating technical and price proposals; and
 - Comparison of evaluation and scoring to advertised request for proposals.
- ❖ Completion and distribution of the monthly expiring contracts report by the procurement department; and
- ❖ Completion and approval of the expiring contract renewal worksheet and Board approval of contract renewals.



Detailed Audit Procedures Performed

Contract Administration

Internal Audit performed detailed audit procedures related to key contract terms and conditions utilized by CFX including the satisfaction of insurance, bonding, permitting and MWBE requirements by the contractors selected for testing. The procedures performed included:

- ❖ Testing for the review of contracts by CFX's Legal Counsel;
- ❖ Testing of key contract reviews and clauses, including:
 - Right to review by CFX's Legal Counsel; and
 - Inclusion of key right to audit, termination, and indemnity clauses.
- ❖ Outlining and testing of insurance, bonding, and permitting requirements specific to the contracts selected; and
- ❖ Satisfaction of MWBE requirements set forth in the original bid and as required by CFX.

Change Order Management

Internal Audit performed detailed audit procedures related to supplemental agreement execution, review, and approval. The procedures performed included:

- ❖ Testing for Board approval of all supplemental agreements in excess of \$50,000;
- ❖ Testing for the approval of all supplemental agreements by the appropriate parties;
- ❖ Testing of adequate supporting documentation for compliance with contract terms and conditions regarding price and scope for all executed supplemental agreements related to the construction contracts selected for review; and
- ❖ Testing of a sample of fuel price and bituminous mix adjustments related to the construction contracts selected for review.



Detailed Audit Procedures Performed

Project & Cost Management

Internal Audit performed detailed audit procedures related to invoice processing and approval, project planning, scheduling and quality control, project cost management and reporting, subcontractor management, CEI oversight, and ODMP processing. The procedures performed included:

- ❖ Testing of a sample of invoices for the projects selected for adequate review and approval by the appropriate personnel and compliance with CFX's invoice processing procedures;
- ❖ Discussion of current practices regarding quality control, risk management plans and performance, and quality monitoring;
- ❖ Testing of subcontractor approval and a sample of payments made to subcontractors;
- ❖ Detailed testing of costs billed for a sample of invoices selected for each of the service contracts selected, and detailed testing of a sample of the quantities billed for each of the construction contracts selected;
- ❖ Utilization and monitoring of the CEI Consultants assigned to construction contracts;
- ❖ Discussion and limited testing of changes to project schedules;
- ❖ Review of reporting submitted to management on a regular basis; and
- ❖ Detailed testing of the ODMP programs implemented for the construction contracts selected.

Project Close-Out

Internal Audit performed detailed audit procedures related to completion of payments, Document Summary Manual from the CEI, and the contract closeout checklist. The procedures performed included:

- ❖ Testing of the completion of key project closeout documents; including submission of final payment, completion of the Document Summary Manual by the CEI, and completion of the contract closeout checklist with supporting documentation.



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**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: March 5, 2019

RE: Access and Continuing Maintenance Agreement with the City of Apopka
Wekiva Parkway Project 429-202, Parcel 124 (Stanton Ridge Subdivision)
Location: S.R. 429 and Belgian Street, West of Plymouth Sorrento Road

BACKGROUND

As part of the acquisition and construction of the Wekiva Parkway, CFX acquired property that had been platted as the Stanton Ridge Subdivision ("Subdivision") with access from Belgian Street to Plymouth Sorrento Road. Since the Wekiva Parkway was built on the eastern half of the Subdivision and on portions of Belgian Street and Kiowa Road, access was reestablished by converting a portion of Belgian Street to a bridge over the Wekiva Parkway. Aerials are attached as **Composite Exhibit A**.

The City of Apopka and CFX desire to define the future and continuing maintenance responsibilities for the Belgian Street bridge over the Wekiva Parkway. The proposed Access and Continuing Maintenance Agreement is attached as **Exhibit B**.

REQUESTED ACTION

Board approval is requested of the attached Access and Continuing Maintenance Agreement with City of Apopka for the Belgian Street bridge over the Wekiva Parkway.

ATTACHMENTS

- A. Aerials
- B. Access and Continuing Maintenance Agreement

Reviewed by: *Joseph Hassinger*

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

COMPOSITE EXHIBIT A

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



2018 AERIAL OF STANTON RIDGE SUBDIVISION

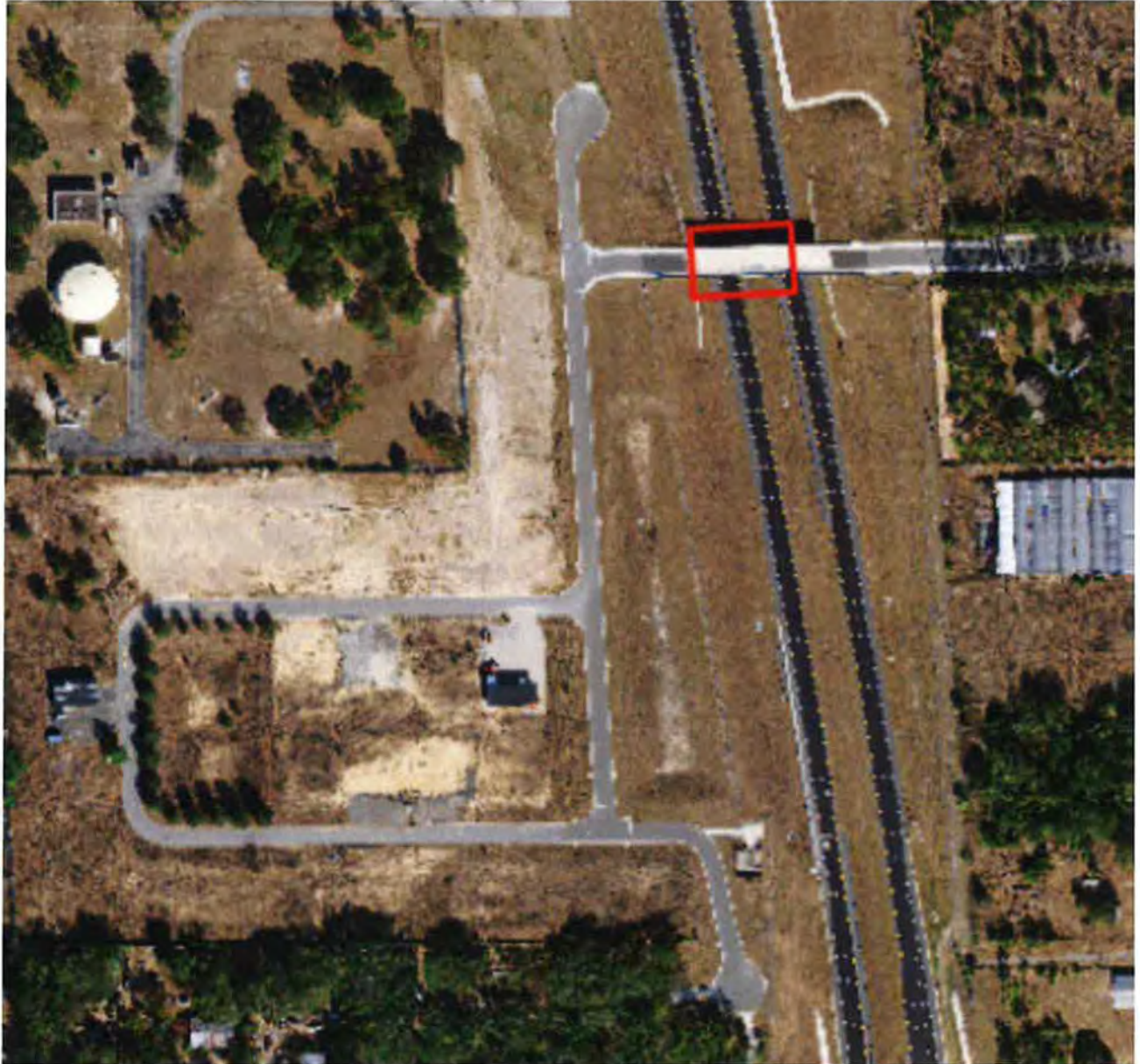


EXHIBIT B

**ACCESS AND CONTINUING MAINTENANCE AGREEMENT
FOR THE BELGIAN STREET BRIDGE**

Wekiva Parkway Project 429-202
Parcel 124

**ACCESS AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND CITY OF APOPKA, FLORIDA**

THIS ACCESS AND CONTINUING MAINTENANCE AGREEMENT ("Agreement") is made and entered into on the last date of execution below by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and CITY OF APOPKA, a municipality of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 ("City"). CFX and City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("Expressway System") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 166.021, Florida Statutes, City is empowered to provide and maintain arterial and other roads for the benefit of its citizens; and

WHEREAS, Section 163.01, Florida Statutes, authorizes both Parties to this Agreement to enter into Interlocal Agreements; and

WHEREAS, the Wekiva Parkway was constructed over the eastern half of the Stanton Ridge Subdivision and over portions of Belgian Street and Kiowa Road requiring Belgian Street to traverse over the Wekiva Parkway; and

WHEREAS, the City of Apopka and CFX approved the Stanton Ridge Developer's Agreement, which addresses the vacation of the 2006 Plat, the approval of the final development plan, and the new plat, and provides for access across S.R. 429 via the Belgian Street bridge; and

WHEREAS, the Wekiva Parkway project is completed; and

WHEREAS, the Parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and City agree as follows:

1. Recital. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.

2. Right of Way Maps. Simultaneously with the execution of this agreement, CFX has delivered to City the right-of-way maps for Project. 429-202, including Parcel 124.

3. Future and Continuing Maintenance. The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility.

4. Detailed Maintenance Functions and Responsibility. **Exhibit "A"** attached hereto, and by reference made a part hereof, defines the areas of maintenance and the party responsibility for each of the future and continuing maintenance specific functions. The Parties agree that the maintenance functions outlined on **Exhibit "A"** are necessary and properly and reasonably defined and that the responsibility given to each of the Parties hereto to perform said functions is likewise necessary and properly and reasonably defined.

5. CFX Maintenance Responsibility. CFX does hereby agree to assume the future and continuing maintenance responsibilities as outlined on **Exhibit "A"** and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

6. City Maintenance Responsibility. City does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit "A"** and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

7. Recording. CFX agrees to record this Agreement at its cost.

8. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX:	CENTRAL FLORIDA
	EXPRESSWAY AUTHORITY
	4974 ORL Tower Road
	Orlando, Florida 32807
	Attn: Executive Director
	Telephone: (407) 690-5000

With a copy to: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: Mayor
Telephone: _____

With a copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney
Telephone: (407) _____ - _____
Facsimile: (407) _____ - _____

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

9. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by both Parties. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

11. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any

provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

12. Effective Date. This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and City.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

Signed, sealed, and delivered in the presence of:

CITY OF APOPKA, FLORIDA

By: City Commission

First Witness:

Lori L. Dunn

Signature

Lori L. Dunn

Print Name

BY:

Bryan Nelson

MAYOR

Date:

2-21-19

Second Witness:

ATTEST:

Linda F. Goff

City Clerk

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 21st day of February, 2019, by Bryan Nelson, as Mayor of City of Apopka.

NOTARY PUBLIC

Signature:

Linda F. Goff

Signature of Notary Public - State of Florida



Print, Type or Stamp Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification [], Type: _____

Signed, sealed, and delivered in the presence of:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Signature

BY: _____
CHAIRMAN JAY MADARA

Print Name

Date: _____

Second Witness:

ATTEST: _____
Regla ("Mimi") Lamaute
Recording Clerk

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jay Madara as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [] OR Produced Identification [], Type: _____

EXHIBIT

A. Detailed Maintenance Functions and Responsibility

EXHIBIT A.

DETAILED MAINTENANCE FUNCTIONS AND RESPONSIBILITIES FOR BELGIAN STREET BRIDGE OVER S.R. 429

- A. CFX Responsibility. CFX shall be responsible for maintenance of (1) the Bridge structure per se, including bridge decks and approach slabs, (2) the retaining walls and associated embankment within CFX's right-of-way, and (3) the underdeck and ramp lighting, in good condition and repair in accordance with generally accepted standards in the transportation infrastructure industry.
- B. City Responsibility. City shall be responsible for maintenance of (1) the roadway, (2) side slopes to the limited access right-of-way fence line, (3) signalization, signage, and bridge lighting above deck if applicable, (4) non-CFX utilities facilities within CFX's right-of-way, (5) cross road drainage structures and pipe draining to CFX or local retention area (6) striping and pavement markings on the approach slabs and the bridge deck, (7) walkways, (8) guard rails; and (9) other maintenance activities, such as cleaning, sweeping, pothole patching, periodic resurfacing as needed, all in accordance with the City's customary maintenance of local roads within its jurisdiction.

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2019

SUBJECT: Approval of Second Contract Renewal with
Mateer & Harbert, P.A. for Right of Way Counsel Services
Contract No. 001116

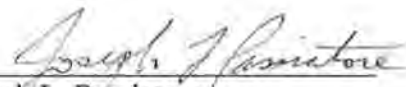
Board approval is requested for the second renewal of the referenced contract with Mateer & Harbert, P.A. in the amount of \$0.00 for a one-year period beginning June 11, 2019 and ending on June 10, 2020. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are for property acquisition legal services in those instances where Right of Way Counsel has client conflicts and for other legal services as needed.

Original Contract Amount	\$ 930,500.00
Supplemental Agreement No. 1	\$ 0.00
First Renewal	\$ 310,000.00
Second Renewal	\$ 0.00
Total	\$1,240,500.00

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

Reviewed by:


Joseph L. Passiatore
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2
CONTRACT NO. 001116**

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 Mateer & Harbert, P.A., herein after called the "Counsel."

WITNESSETH

WHEREAS, CFX and the Counsel entered into a Contract Agreement (the "Original Agreement") dated June 11, 2015, with a Notice to Proceed date of June 11, 2015, whereby CFX retained the Counsel to provide property acquisition legal services in those instances where right of way counsel has client conflicts and for other legal services as needed; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Counsel 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 Counsel agree to a second renewal of said Original Agreement beginning the 11th day of June, 2019 and ending the 10th day of June, 2020 at the cost of \$0.00, which amount restates the amount of the Original Agreement.

Counsel states that, upon its receipt and acceptance of Final Payment for Services renders under the First Renewal ending June 10, 2019, the Counsel 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 10, 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.

MATEER & HARBERT, P.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL
CONTRACT NO. 001116**

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 Mateer & Harbert, P.A., herein after called the "Counsel."

WITNESSETH

WHEREAS, CFX and the Counsel entered into a Contract Agreement (the "Original Agreement") dated June 11, 2015, with a Notice to Proceed date of June 11, 2015, whereby CFX retained the Counsel to provide right-of-way counsel services on an as-needed basis; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Counsel 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 Counsel agree to a first renewal of said Original Agreement beginning the 11th day of June 2018 and ending the 10th day of June 2019 at the cost of \$310,000.00, which amount restates the amount of the Original Agreement.

Counsel states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending June 10, 2018, the Counsel 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 10, 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.

MATEER & HARBERT, P.A.

BY: [Signature]
Authorized Signature

Title: Shareholder

ATTEST: Ellen B. Smith
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement



ELLEN B. SMITH
MY COMMISSION # FF 945148
EXPIRES: December 20, 2019
Bonded thru Budget Notary Services

If Individual, furnish two witness:

Witness (1) Ellen B. Smith

Witness (2) Mary Wilson

Legal Approval as to Form

[Signature]
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right Of Way Counsel Services

Contract No.: 001116

THIS SUPPLEMENTAL AGREEMENT NUMBER 1 is made and entered into this 13th day of October, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") and Mateer & Harbert, P.A., ("COUNSEL"), the same being supplementary to the contract between the aforesaid, dated June 11, 2015, for Right of Way Counsel Services (the "Agreement")

1. CFX has determined that it is in the best interest of CFX to assign to COUNSEL the eminent domain case styled, *Central Florida Expressway Authority v. Project Orlando, LLC*, Case No. 2014-CA-005589-O, Parcels 197, 897, 230, 257, and 267.
2. With respect to the resolution, trial and appeal of Parcels 197 and 897, COUNSEL shall represent CFX in the above-referenced matter for Three Hundred Twenty Five Thousand Seven Hundred and Fifty Dollars (\$325,750.00) with a guaranteed not to exceed total cost of Five Hundred Thousand Dollars (\$500,000) pursuant to the September 23, 2016 proposed litigation cost estimate described in **Exhibit A** attached hereto.
3. COUNSEL shall also represent CFX with respect to Parcels 230, 257 and 267 and a separate Task Authorization shall be processed for that assignment. COUNSEL agrees to provide a proposed litigation cost estimate to CFX's General Counsel after COUNSEL has had an opportunity to more thoroughly review the files.
4. Jay Small shall serve as COUNSEL's lead trial counsel and Kurt Garber, Esq., and Jennifer De La Garza, are authorized to render services on this matter at the rates of

partner and paralegal, which is set at \$250 and \$85 per hour. Their qualifications are described in **Exhibit B**.

5. CFX and COUNSEL agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Agreement including any previous amendments or supplements thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; and that acceptance of this Supplemental Agreement No. 1 signifies COUNSEL's complete and total claim for the terms and conditions of the same as to Parcels 197 and 897.
6. This Supplemental Agreement No. 1 is necessary to authorize the representation of CFX by COUNSEL for the assigned parcels.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No.: 001116

Project No.: 429-203, Parcels 197/897

Amount of Changes to this document: \$ 0

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

MATEER & HARBERT, P.A.

By: [Signature]

Title: Attorney in Charge

Attest: _____ (Seal)

Date: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: [Signature]
Director of Procurement

Date: 11-15-16

**REVIEWED AND APPROVED
BY CFX LEGAL**

Linda B. Lanora 11/15/2016

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MATEER & HARBERT, P.A.**

RIGHT OF WAY COUNSEL SERVICES

CONTRACT NO. 001116

CONTRACT AMOUNT: \$930,500.00

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**AGREEMENT
FOR
RIGHT OF WAY COUNSEL SERVICES**

CONTRACT NO. 001116

June 2015

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**

Executive Director

Laura Kelley

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Technical Proposal	TP-1 to TP-56

**AGREEMENT
RIGHT OF WAY COUNSEL SERVICES
CONTRACT NO. 001116**

THIS AGREEMENT ("Agreement") is entered into as of June 11, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the State of Florida, 4974 ORL Tower Road, Orlando, Florida 32807 ("AUTHORITY"), and MATEER & HARBERT, P.A. ("COUNSEL").

WITNESSETH:

WHEREAS, the AUTHORITY desires to retain the services of competent and qualified legal counsel to provide right-of-way counsel services on an as-needed basis;

WHEREAS, on April 12, 2015, the AUTHORITY issued a Request for Proposals for Right of Way Counsel Services for the acquisition of four parcels along State Road 528 for, in part, All Aboard Florida's proposed intercity passenger rail. The four parcels are described below.

Parcel No.	Owner	Preliminary Estimate of Area Needed	Draft Appraised Value (Restricted)
102	Bal Bay Realty LTD	17.63-Acres	\$ 1,765,000
104	Mattamy (Jacksonville) Partnership	3.05-Gross Acres	\$ 100,000
105	Carlsbad Orlando LLC	166.65-Acres	\$12,500,000
108	B & M Investment LLC	111,078-Net Sq. Ft.	\$ 360,000

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on May 18, 2015, and the recommendation of the Right of Way Committee at its meeting held on May 27, 2015, the Board of Directors of the AUTHORITY at its meeting held on June 11, 2015, selected COUNSEL to serve as Right of Way Counsel; and

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to the AUTHORITY according to the terms and conditions stated herein.

WHEREAS, to avoid the need for change orders, COUNSEL has assumed the worst-case scenario for each parcel, including the cost of a trial, and provided a not-to-exceed amount for the condemnation of each of these four parcels.

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

SECTION 1. SERVICES. The AUTHORITY does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to AUTHORITY right of way matters 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 the AUTHORITY currently anticipates using the services of COUNSEL, the AUTHORITY provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide the AUTHORITY 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. The AUTHORITY designates the AUTHORITY's General Counsel or Deputy General Counsel as the AUTHORITY 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 the AUTHORITY's policy and decisions pertinent to the work covered by this Agreement. The AUTHORITY 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. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required by the Scope of Services and to assist the AUTHORITY in other areas of responsibility as deemed necessary by the AUTHORITY. COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. All of the services required herein under shall be performed by COUNSEL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the federal, state and local law to perform such services.

(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 Jay W. Small, as the primary attorney to provide services to the AUTHORITY and will be assisted from time to time by other members of the firm, as (he) (she) deems appropriate to the needs of the particular activity.

(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.

(g) In providing Services under this Agreement, COUNSEL will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances. Upon notice by the AUTHORITY, COUNSEL will correct those Services not meeting such a standard. COUNSEL agrees to notify the AUTHORITY in writing of ANY members of the firm that may be reprimanded, suspended, disbarred or otherwise disciplined by the Florida Supreme Court during the course of this Agreement.

SECTION 4. PAYMENT FOR SERVICES AND BILLING.

In consideration of the promises and the faithful performance by COUNSEL of its obligations, the AUTHORITY agrees to pay COUNSEL a fee based on the hourly rates times the number of hours, with a not-to-exceed amount, attached hereto as Exhibit A, subject to any alternate billing methods set forth in the negotiated price sheet. COUNSEL agrees to only utilize the named in Exhibit A at the rates set forth therein. No other individuals may provide services under this Contract unless specifically authorized by the General Counsel in writing.

(a) The AUTHORITY will not provide a retainer and there will be no increase in the rates during the three year term of the agreement. The AUTHORITY, through its General Counsel, reserves the right to contest any charge or charges including a request for greater clarification and detail on any line item submitted for payment. The parties agree that the AUTHORITY reserves the sole right to determine if any discrepancies in billing practices or invoices are significant. If deemed significant, the AUTHORITY unilaterally reserves the right to terminate the Agreement pursuant to the termination provisions contained in this Agreement.

(b) Reimbursable expenses shall be paid in addition to the payment due under subsection (a) 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 the AUTHORITY's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orange, Lake, Seminole, or Osceola Counties, pursuant to Section 112.061, Florida Statutes.

(2) COUNSEL will be reimbursed for the following out-of-pocket expenses, but only at cost and with the submittal of receipts in support of the expenses, and only to the extent they are incurred directly in connection with the Scope of Services: court reporters, deposition transcripts, exhibits. COUNSEL will not be reimbursed for expenses such as telecopy, local or long-distance telephone, internal word processing, data processing, computer research, courier, scanning, copies, meals, or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify the General Counsel's Office 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) Express approval by the AUTHORITY's Board is required before the retention of consultants equal to or in excess of \$25,000. Written authorization from the General Counsel's Office is required for consultant or expert contracts less than \$25,000.

(c) COUNSEL will not bill the AUTHORITY for duplicate services, such as the attendance of more than one attorney to prepare for and attend attorney conferences,

meetings, depositions, hearings, mediations, and trial, unless approved by the General Counsel in advance. COUNSEL will not bill the AUTHORITY for secretarial or clerical work such as typing, filing, scheduling, and other such tasks.

(d) COUNSEL will not bill the AUTHORITY for travel time or mileage within Orange, Lake, Seminole, or Osceola County, or travel time to court appearances, mediations, hearings, or meetings.

SECTION 5. TIME OF ESSENCE. Time is of the essence concerning the performance of all terms and conditions of this Agreement.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) Invoices should provide a concise summary of each entry which will sufficiently describe the particular entry. COUNSEL shall record and bill time in one-tenth of an hour increments (or *every* six minutes). The AUTHORITY shall reserve the right request additional documentation for any charge and the parties may agree to delete, strike or waive any disputed charges submitted. The AUTHORITY also reserves the right to request new invoicing be submitted, if necessary, at no additional charge.

(b) The AUTHORITY will pay COUNSEL within thirty (30) days of receipt of a valid invoice.

(c) 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. 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 the AUTHORITY 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 any subcontracts.

SECTION 8. TERM. This Agreement shall become effective June 11, 2015, and, unless earlier terminated as provided for herein, shall run for a term of three (3) years, with two one-year renewals at the AUTHORITY's option. 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 COUNSEL are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY 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 9. CONFLICT OF INTEREST. COUNSEL hereby certifies that no officer, agent or employee of the AUTHORITY 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.

(a) COUNSEL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COUNSEL to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for COUNSEL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 10. COUNSEL further represents that no person having any interest shall be employed for said performance. COUNSEL shall promptly notify the AUTHORITY of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence COUNSEL's judgment or quality of services being provided hereunder. COUNSEL shall also notify the AUTHORITY in writing, of any potential conflicts regarding the representation of the AUTHORITY and any other clients COUNSEL may represent. The disclosure and ability to waive or not waive any conflicts shall be at the sole discretion of the AUTHORITY and pursuant to any professional rules of conduct promulgated by either the Supreme Court or the Florida Bar governing potential or actual conflicts.

SECTION 11. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Right-of-Way Counsel is of paramount importance and that this Agreement would not be entered into by the AUTHORITY 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 the AUTHORITY.

SECTION 12. 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 13. 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 the AUTHORITY the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of the AUTHORITY 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 14. 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 this Agreement or the Scope of Services be construed to create a joint venture, association, or partnership by or among the AUTHORITY and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of the AUTHORITY for any purpose, or in any

manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of the AUTHORITY nor bind the AUTHORITY in any manner.

SECTION 15. 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 the AUTHORITY may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

SECTION 16. 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 the AUTHORITY with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to the AUTHORITY. The AUTHORITY 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.

SECTION 17. INDEMNIFICATION. COUNSEL shall indemnify and hold harmless THE AUTHORITY, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of COUNSEL, its agents, servants, or employees as a result of the performance of services under this Contract, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of the AUTHORITY as set forth in Section 768.28, Florida Statutes.

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 the AUTHORITY to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the AUTHORITY'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 the AUTHORITY:

Mr. Joseph Passiatore, General Counsel
Ms. Linda Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

Mr. Jay W. Small
Mateer & Harbert, P.A.
225 East Robinson Street, Suite 600
Orlando, Florida 32801

SECTION 21. TERMINATION. The AUTHORITY 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 the AUTHORITY all data, drawings, 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.

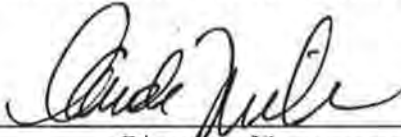
SECTION 25. PUBLIC ENTITY CRIMES. COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract 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 the AUTHORITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

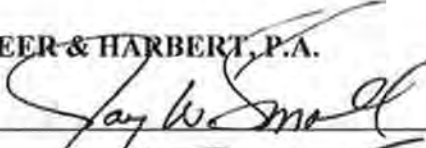
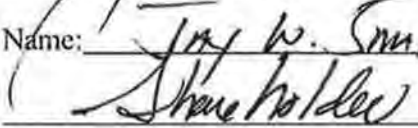
SECTION 27. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

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 June 11, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement
Print Name: Claude Milson

MATEER & HARBERT, P.A.

By: 
Print Name: Jay W. Small

Title

ATTEST: 




Approved as to form and execution, only.


General Counsel for the AUTHORITY

Exhibit A

SCOPE OF SERVICES RIGHT OF WAY COUNSEL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials that may be required by the Authority. Services are non-exclusive and shall apply to those future right of way matters not currently assigned to other counsel. Services to be performed by Counsel include, but are not limited to, the acquisition of four parcels along State Road 528 for, in part, All Aboard Florida's proposed intercity passenger rail. The parcels are described below.

Parcel No.	Owner	Preliminary Estimate of Area Needed	Draft Appraised Value (Restricted)
102	Bal Bay Realty LTD	17.63-Acres	\$1,765,000
104	Mattamy (Jacksonville) Partnership	3.05-Gross Acres	\$100,000
105	Carlsbad Orlando LLC	166.65-Acres	\$12,500,000
108	B & M Investment LLC	111,078-Net Sq. Ft.	\$360,000

Assuming the worst-case scenario (each case is tried) the services to be rendered may include:

- Assist with negotiations for the acquisition of real property, as requested
- Prepare and review proposed real estate contracts and agreements, as requested
- Order title reports and commitments, as needed, and issue title opinions for any parcels that are acquired through voluntary negotiations
- Review the project and plans and provide recommendations, advice, and direction for condemnation proceedings
- Review the Contract for Purchase of a Rail Easement and associated easement and provide input, recommendation, direction, and modifications or amendments, as needed
- Hire and retain consultants such as appraisers, land use experts, etc., with General Counsel approval (Note that Woody Hanson, MAI, and Hal Collins, AICP, have been retained by the Authority)
- Telephone or in person consultations with Authority staff Provide legal opinions, as needed, on issues or cases relevant to the acquisition of the property
- Initiate and represent the Authority in eminent domain proceedings for each of these parcels, as needed, including:
 - Pre-Order of Taking services
 - Post-Order of Taking services
 - Trial
- Provide estimated fees and costs for each case assigned to the law firm, upon request
- Provide no less than monthly reporting to the General Counsel on pending matters

- Transmit each parcel file to the Authority upon closure
- Such other matters as may arise as part of the acquisition of the S.R. 528 corridor or other matters (based upon the proposed hourly rates and subject to further negotiation)

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: February 25, 2019

SUBJECT: Authorization to Execute Cooperative Purchase Agreement with Retrievox Acquisition LLC II for Offsite Records Storage Services
Contract No. 001523

Board authorization is requested to execute an agreement with Retrievox Acquisition LLC II in the not-to-exceed amount of \$108,000.00 to provide offsite records storage services and Access-FileBRIDGE Records tool (including Access Metrics). The contract term will be three years with two one-year renewals.

This will be a cooperative purchase (piggyback) agreement based on a contract between Greater Orlando Aviation Authority (GOAA) and Retrievox Acquisition LLC II for offsite records storage services which will allow CFX to take advantage of the favorable prices and services received by GOAA.

This amount is budgeted in the OM&A Budget.

Reviewed by: 

Tim O'Toole
Records Administrator

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
OFFSITE RECORDS STORAGE SERVICES
CONTRACT NO. 001523**

This Agreement is made this 14th day of March, 2019, between Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter called CFX and Retrievox Acquisition, LLC II, 1451 Ocoee-Apopka Road, Apopka, FL 32703, hereinafter the CONTRACTOR, who is duly authorized to conduct business in the State of Florida.

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide Offsite Records Storage Services; and

WHEREAS, on or about February 19, 2008, the CONTRACTOR entered an agreement with the Greater Orlando Aviation Authority (GOAA) under its Purchasing Bid 01-08 to provide the same services as required by CFX; and

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

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

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

1. RECITALS

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

2. ADOPTION OF GOAA CONTRACT

The parties adopt the terms and conditions in the CONTRACTOR's existing contract with the GOAA under its Purchasing Bid 01-08, including the Master Services Agreement and Amendments, by reference as though set forth fully herein, subject to the substitutions or revisions described below.

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

2.2 In GOAA Contract – Amendment No. 10 on page 1, Article 2 entitled "Extend Term of Contract" shall be revised by removing the text marked by strikeouts and adding the underlined text as follows:

~~The term of the contract shall be, and hereby is extended for a period of six (6) months, commencing effective as of September 18, 2018 and expiring March 17, 2019. The term of the Contract will be for three (3) years beginning March 14, 2019 with two (2) one-year renewals. The option to renew is at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 30 days prior to the expiration of the initial Contract terms.~~

2.3 CFX shall pay the CONTRACTOR the unit prices and rates as shown in GOAA's Contract in Attachment "A-10" entitled "Offsite Records Storage Services Extension Pricing" with the addition of Access-FileBRIDGE Records tool (including Access Metrics) for a monthly rate of \$14.95.

3. ADDITIONAL TERMS REQUIRED BY CFX

3.1 **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 equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

3.2 CFX is public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the CFX in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the CFX would provide the records and at a cost that does not exceed the cost provided in

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, 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.

**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**

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

3.3 CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with GOAA.

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.

3.4 CONTRACTOR RESPONSIBILITY

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

(a) 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 applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

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

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

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

(c) 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.

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

3.6 MEDIA 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 CFX and securing its consent in writing.

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

3.8 CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's 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 Agreement as though set forth in full.

3.9 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 Agreement.

3.10 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 CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

3.11 DISPUTES AND TERMINATION

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes

of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof.

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

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

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

3.14 RELATIONSHIPS

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

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

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

3.16 SURVIVAL OF EXPIRATION OR TERMINATION. Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

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

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

3.17 OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT. 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 caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

RETRIEVEX ACQUISITION LLC II

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only,

General Counsel for CFX

EXHIBIT "A"
Purchasing Contract 01-08
Master Services Agreement, Amendments

Attachment “A-10”

AMENDMENT NO. 10

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
RETRIEVEX ACQUISITION LLC II**

TO

PURCHASING CONTRACT 01-08

THIS AMENDMENT NO. 10 made and entered into as of the 6 day of FEBRUARY, 2019, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **RETRIEVEX ACQUISITION, LLC II** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated April 18, 2008, as amended by Amendment No. 1 dated May 30, 2012, Amendment No. 2 dated April 23, 2013, Amendment No. 3 dated April 23, 2013, Amendment No. 4 dated April 17, 2014, Amendment No. 5 dated March 31, 2015, Amendment No. 6 dated April 18, 2016, Amendment No. 7 dated May 10, 2017, Amendment No. 8 dated October 2, 2017, and Amendment No. 9 dated June, 22, 2018, Contractor agreed to provide Offsite Records Storage Services for the Orlando International Airport and the Orlando Executive Airport, Orlando, Florida; and

WHEREAS, the Contract provided the Authority with five (5) options to renew the Contract for periods of one (1) year each; and

WHEREAS, Authority desires to extend the Contract for an additional period of six (6) months.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Extend Term of Contract.** The term of the Contract shall be, and hereby is extended for a period of six (6) months, commencing effective as of September 18, 2018 and expiring March 17, 2019.
2. **Compensation.** Authority shall pay to the Contractor during the extended term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices and Rates as shown on Attachment "A-10", Offsite Records Storage Services Extension Pricing, attached hereto. Compensation shall be paid pursuant to the terms and conditions of the Contract.

3. **Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

4. **Public Entity Crimes Act.** The Contractor acknowledges the following notice: "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 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 set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

5. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 10, the Contract shall continue in full force and effect in accordance with its terms and conditions.

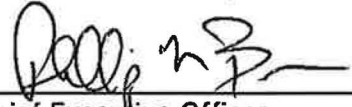
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 10 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:


Assistant Secretary


GREATER ORLANDO AVIATION AUTHORITY

By: 
Chief Executive Officer

[Official Seal]

"CONTRACTOR"

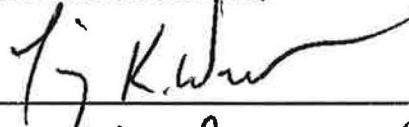
ATTEST:


Secretary

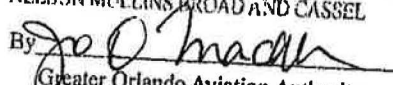
[CORPORATE SEAL]

RETRIEVEX ACQUISITION, LLC II

By:


Its: AREA VICE PRESIDENT SOUTHEAST

TIMOTHY K. WALKER
Print or Type Name and Title

Approved as to Form and Legality
this 15 day of January, 2019
NELSON MULLINS BROAD AND CASSEL
By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-10"
OFFSITE RECORDS STORAGE SERVICES
EXTENSION PRICING

Services:	UOM	Unit Price
Indexing	Occurrence	<u>\$0.77</u>
Retrieval	Occurrence	<u>\$1.29</u>
Re-filing	Occurrence	<u>\$1.29</u>
Permanent Withdrawal	Annual	<u>\$1.81</u>

Storage Box Storage Services:

Standard Archival Box	Month	<u>\$0.18</u>
Building Plans Box	Month	<u>\$0.33</u>
X-Ray Box	Month	<u>\$0.18</u>
Micro-Media Box (small)	Month	<u>\$0.18</u>
Micro-Media Box (large)	Month	<u>\$0.18</u>
Secure Vault Storage and Climate Controlled Services for Microfilm Boxes: 11.5" x 5" x 13" and 15.5" x 10" x 13"	Month	<u>\$0.30</u>

Delivery/Pickup Services:

Urgent Delivery and/or Pickup of 5 or less files, boxes, containers	Request	<u>\$25.76</u>
Urgent Delivery and/or Pickup per file or box more than 5	Per File or Box	<u>\$2.06</u>
Normal Delivery and/or Pickup of 5 or less files, boxes, containers	Request	<u>\$12.36</u>
Normal Delivery and/or Pickup per file or box more than 5	Per File or Box	<u>\$1.04</u>
Rush Delivery and/or Pickup of 5 or less files and boxes	Request	<u>\$41.21</u>
Rush Delivery and/or Pickup per file, box more than 5	Per File or Box	<u>\$3.10</u>
Non-Standard Work Hours – Delivery	Request	<u>\$61.81</u>

Administrative Services:

Copy Service	Impression	<u>\$0.37</u>
Facsimile Transmission	Page	<u>\$0.52</u>
Research	Hour	<u>\$20.60</u>
Access-FileBridge Records (including Access Metrics)	Monthly	<u>\$14.95</u>

Certified Records Destruction Services:

Standard Records Box (Includes Retrieval Fee)	Box	<u>\$3.10</u>
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Estimated for Extended Term of Six (6) Months: \$20,000.00

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement 

DATE: February 21, 2019

SUBJECT: Approval of Second Contract Renewal with
TC Delivers, Inc. for Toll Operations Printing and Mailing Services
Contract No. 001085

Board approval is requested for the second renewal of the referenced contract with TC Delivers, Inc. in the amount of \$72,600.00 for a one-year period beginning July 1, 2019 and ending on June 30, 2020. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are printing and mailing services.

Original Contract Amount	\$ 537,967.92
Supplemental Agreement No. 1	\$ 718,306.66
First Renewal	\$ 478,500.00
Second Renewal	<u>\$ 72,600.00</u>
Total	\$1,807,374.58

This contract is budgeted for in the OM&A Budget.

Reviewed by: 
David Wynne
Director of Toll Operations



**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."

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: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL
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

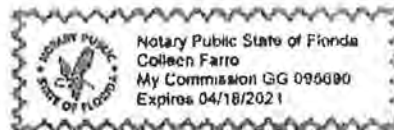
Title: Vice President

ATTEST _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) Burt

Witness (2) Julie Mackie



Colleen Farro

Legal Approval as to Form

Joseph J. Lassiter
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: _____

Attest: _____

(Seal)



PALAK PATEL
MY COMMISSION # FF 147850
EXPIRES: August 4, 2018
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

General Counsel for CFX

Joseph T. Rossiniere

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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PCB	PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5

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: 
Director of Procurement

DATE: 5/15/15

TC DELIVERS

By: 
Signature

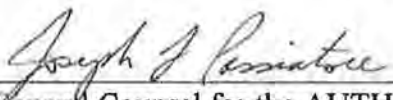
Jamie Freeman
Print Name

Vice President Client Services
Title

ATTEST:  (Seal)
Jamie Freeman

DATE: April 17 2015

Approved as to form and execution, only.


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
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2019

SUBJECT: Approval of Final Ranking and Contract Award to DRMP, Inc. for
Design Consultant Services for Wrong-Way Driving Deployment
Project 599-526C, Contract No. 001438

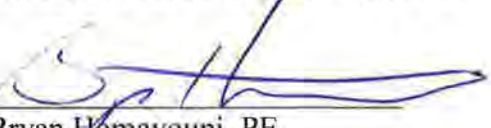
Letters of Interest were advertised for the referenced project on September 6, 2018. One firm, DRMP, Inc. responded by the deadline. When less than three proposals are received the Procurement Procedures Manual requires that the Director of Procurement and the Division Chief meet to discuss the options available to CFX. A meeting was held with the Chief of Technology/Operations and the Manager of Traffic Operations to discuss the receipt of the single proposal. At the meeting it was decided to re-solicit the project. On October 3, 2018 a Letter of Interest was received from one proposer, DRMP, Inc. After discussion and consideration, it was agreed that the solicitation process should proceed.


The Evaluation Committee was polled and unanimously agreed to shortlist DRMP, Inc. A recommendation to accept the Evaluation Committee decision was submitted to the Executive Director who accepted the recommendation.

The award of the contract to DRMP, Inc. is in the best interest of CFX considering 1) the cost to re-advertise, 2) experience on Wrong-Way Driving deployment projects is limited in the industry, 3) existing work, and limitation of staff availability played a role in limiting the field of proposals and 4) DRMP, Inc. has previous experience designing Wrong-Way Driving systems for CFX.

Board approval of the final ranking and award of contract to DRMP, Inc. is requested in the amount of \$310,000.00.

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

Reviewed by: 
Bryan Homayouni, PE
Manager of Traffic Operations



AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
DRMP, INC.**

WRONG WAY DRIVING DEPLOYMENT

CONTRACT NO. 001438, PROJECT 599-526C

CONTRACT DATE: MARCH 14, 2019

CONTRACT AMOUNT: \$310,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

WRONG WAY DRIVING DEPLOYMENT

DESIGN SERVICES

**CONTRACT NO. 001438
PROJECT 599-526C**

MARCH 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

THIS AGREEMENT, made and entered into this 14th day of March 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 DRMP, 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 941 Lake Baldwin Lane, Orlando, FL. 32814.

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 Wrong Way Driving Deployment identified as Project No. 599-526C and Contract No. 001438.

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:

Antillian Engineering Associates, Inc.	BASE Consultants
Brindley Pieters & Associates, Inc.	EPG Engineering
Geodata Consultants	KNK Engineering Consulting Corp.
Pevida Highway Designers, LLC	

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 \$310,000.00 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 941 Lake Baldwin Lane, Orlando, FL. 32814.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. INSURANCE

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

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

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

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

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

Each of the above insurance policies shall include the following provisions: (1) The standard

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

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

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

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

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

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

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

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

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the required

coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

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

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

17.0. DOCUMENTED ALIENS

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

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

18.0. E-VERIFY CLAUSE

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

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

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

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

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

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

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

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

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

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

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

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

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

To CONSULTANT: DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL. 32814.
Attn: Nick DeVito

DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL, 32814.
Attn: Jim Highland

26.0. HEADINGS

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

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

29.0. SEVERABILITY

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

30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and

discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Potential Conflict Disclosure Form

[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 March 14, 2019.

DRMP, 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

Professional Engineering Design Services

Project 599-526C: Systemwide Wrong Way Driving Project

Scope of Services

Prepared by

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Central Florida Expressway Authority

January 31, 2019

1.0 GENERAL

1.1 PROJECT BACKGROUND

As part of the Central Florida Expressway Authority's (CFX) mission to ensure the safety of their customers and pursue the highest standards of community responsibility, CFX began work on its Wrong-Way Driving Prevention Program in 2012 in partnership with the University of Central Florida. Since then, 35 ramp countermeasure systems have been deployed to detect drivers that attempt to enter the expressway in the wrong direction. When a driver enters the system, detection is triggered and visual images are immediately relayed to the Florida Department of Transportation (FDOT District 5) Regional Traffic Management Center (RTMC). The RTMC then determines the appropriate action based on visual verification of the incident. By examining system data, the applied WWD countermeasures have been shown to significantly reduce the likelihood of drivers entering the freeway and causing a life-threatening incident.

To increase safety and further reduce the likelihood of a wrong way driving incident on the expressway, CFX has elected to expand its current system by adding ten (10) to fifteen (15) wrong way driving ramp detection systems and introduce five (5) to ten (10) mainline wrong way detection systems.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Design approximately ten to fifteen (10-15) Wrong Way Driving Rectangular Flashing Beacon (RFB) Countermeasure sites at off-ramps on S.R. 408, S.R. 414, S.R. 417, S.R. 429 and S.R. 528. Locations to be determined through discussions with the Central Florida Expressway Authority (CFX) based on findings from the UCF Optimization Model.
- Design approximately five to ten (5-10) Wrong Way Driving Mainline Countermeasure sites on S.R. 408, S.R. 414, S.R. 417, S.R. 429 and S.R. 528. Locations to be determined through discussions with the Central Florida Expressway Authority (CFX) based on findings from the UCF Optimization Model. Assumes locations will be co-located at existing LHUB sites and no rapid flashing beacons or signing required.
- Design necessary infrastructure to tie into the existing CFX fiber optic network (FON).
- For Ramp WWD RFB sites only: Verify existing location conditions and provide voltage drop calculations to ensure existing electrical system can handle the extra load or propose new/modified power services. Power analysis of the WWD electrical system will be from the point of connection at the existing ITS power infrastructure (i.e. nearby existing LHUB cabinet or disconnect) to the proposed WWD device. Voltage Drop will be calculated from ITS Load Center to the proposed WWD device using assumed load levels for the existing ITS LHUBs connected to this circuit. Existing circuit load, circuit wire size and length to be determined from as-built plans and existing voltage drop calculations.
- For Mainline WWD sites only: Assumes no voltage drop or power analysis required for additional electrical load created when co-locating WWD equipment with existing LHUB.
- Identify locations for Wrong Way Driving Mainline Countermeasure System sites using existing overhead structures and power sources available to deploy a reliable and successful detection system that fully integrates with the CFX Traffic and Parking Control Traffic Solutions

(TAPCO) BlinkLink platform and eventually with SunGuide. Include evaluation and design of Mainline Wrong Way signing concepts.

- Coordinate design and all equipment locations with TAPCO. Mainline locations will also require coordination with FLIR Detection Technologies. Incorporate all appropriate manufacturer drawings in the plan set.
- Review CFX TSP for Wrong Way Detection RFB System, Wrong Way Driving Mainline Countermeasures System, associated disconnect, and UPS.
- Provide new pay-items and descriptions for all Wrong Way Driving Mainline Countermeasure System parts and incidentals necessary for a complete and functional system not already included in the CFX Technical Special Provision (740) – Wrong Way Driving System.
- Attend meetings/ teleconferences with CFX and the General Systems Consultant (GSC) (Kickoff, Utility, Progress and TAPCO coordination).
- Develop and quantify construction plans. No survey, baselines or topography will be provided. Dimensions from existing features will be shown on the plans to depict RFB installation locations.

At a minimum, plans shall consist of the following and as required within this Scope of Services:

- Key Sheet
- Pay Item Summary Sheet
- Tabulation of Quantities Sheets
- General Notes
- Project Layout
- 1"=100' plan sheets with aerial background reference, with communications and power
- Mainline Detection Structure Attachment Sheets
- Cabinet, Wiring, TAPCO RFB and miscellaneous standard CFX details
- Splicing Details
- Special Service Point Details for power
- Traffic Control Plans with notes for Ramp WWD Detours. Notes only with lane closure restrictions for Mainline WWD sites.

The Central Florida Expressway Authority shall herein be defined as the CFX and/or their representative/designate.

1.2 PROJECT DESCRIPTION

CFX requires professional design services to support the systemwide expansion of its existing wrong way driving countermeasures system. These requirements are described in detail below.

The scope of this project includes all site design necessary to successfully install wrong way driving countermeasure systems at all exit ramp and mainline detection sites as determined by the findings of the UCF Optimization Model contained in Appendix A.

The proposed mainline detection sites shall be installed on the existing sign structures. As part of

this project, the Designer shall perform a structural evaluation on all existing structures to determine whether the proposed equipment can accommodate the structure with additional modifications.

One of the primary goals of this project is to design a maintenance friendly system that can be accessed safely by maintenance personnel and not affect customer service. The Designer shall design all power services, device controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sensors shall be accomplished using a manufacturer approved communication cable. Design of appropriate surge protection device placement shall be included.

The Designer shall review and provide comments to CFX on the wrong way countermeasures system from Traffic and Parking Control Traffic Solutions (TAPCO) for ramp detection and TAPCO systems equipped with FLIR TrafiSense thermal detection unit for mainline detection. The recommended model will be reviewed by CFX and approved based upon the information provided by the vendor. This evaluation shall occur on the onset of the project to allow for the Designer to maintain the current schedule requirements. The WWD countermeasure systems design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, electrical voltage drop calculations, new structural grounding array, civil and ITS support infrastructure, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure with a preference on point-to-point communications. The Designer's fee estimate shall include provisions to design up to fifteen (15) WWD countermeasure ramp locations and ten (10) WWD countermeasure mainline locations.

For the benefit and safety of CFX's customers, zero downtime of any WWD system is permitted. Therefore, the Designer shall accommodate the CFX approved UPS to back up the proposed WWD countermeasure locations throughout the system for a minimum of 8-hours. CFX will provide the recommendation and direction of which system to implement within the plan set. The Designer is to provide this UPS in all proposed Ramp WWD countermeasure locations only. The Mainline WWD countermeasure locations shall utilize the existing UPS currently installed within the existing LHUB to which it will be connected.

The Designer shall coordinate with TAPCO in development of the plans to achieve a best practices solution regarding detection technology for each ramp during plan research and development. Assumes all mainline WWD sites to be installed on existing overhead structures. In the case a proposed mainline detection location recommendation has no existing structure, the designer shall notify CFX immediately.

2.0 SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans
- Technical Specifications
- Construction Cost Estimate

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report (unbound collection of design documentation/calculations/memos/correspondence only) for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Document the power requirements of a typical ITS Device site for each of the WWD countermeasure system sites. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Designer is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows the proper load being carried to the furthest device. Design to allow an additional load of 20% for future expansion of additional ITS devices at each ITS hub location for Ramp WWD sites only as applicable to this project.
- Provide project specific equipment data sheets.
- Provide Power Coordination correspondence.
- Provide Mainline WWD Signing Design Concept Memo.
- Structural Calculations:
 - 1 worst case WWD pole and foundation design assuming worst case soil parameters. Pole shall be 6-inch diameter aluminum pole capable of attachment to a frangible base connected to a concrete foundation.
 - Analyze 10 existing overhead sign structures for structural adequacy with the addition of a WWD equipment. Assume a comparison between wind areas of sign and antenna will show the additional antenna area is negligible. One memo will document the results for all 10 sign structures. Analysis of As-builts required.

Prior to the submission of the Design Methodology Report, the Designer shall identify all problem areas and special requirements that are determined to affect the development of the 75% plans. All problem areas and special requirements are to be documented in the Design Methodology Report. An approved Design Methodology Report shall be required prior to the submission of 100% plans.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-526C. The Designer shall prepare site construction plans utilizing aerial raster's and/or topographic electronic files provided by CFX as the base map. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the base map. The Designer shall update these plans with changes resulting from Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202, 429-203, 429-204, 429-205, 429-206 and any other relevant plans that are available at the time of notice to proceed; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The Designer is to use the projects listed above and other standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans shall be developed on aerial raster files at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 20 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner. The Designer shall display in the plans, all locations where fiber optic cable and/or tone wire is being installed in existing or proposed conduit. The Designer shall display in the plans all locations requiring new route marker installation along the corridors with tone wire replacement. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

The design must demonstrate that any proposed device structure does not conflict with known existing utilities. The design shall demonstrate that existing highway signage is not obstructed by new or relocated signage/RFB poles. Topographic survey, if approved by CFX, shall be performed where necessary to identify potential conflicts but should be minimized. The Designer must propose the means and method to accurately transfer the device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Manhole/Pull box locations and stub-out details
- WWD System Device layout
- WWD System Device installation details
- CCTV camera orientation
- Tone Wire installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Connectivity with the FON backbone conduits
- Fiber cable splice details and splice tables as needed.
- Dynamic Message Sign attachment details (as necessary for mainline WWD countermeasures device co-locations)
- Power interconnect, service point details, and voltage drop calculations

- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic detour plans (ramp sites only) and notes (mainline sites) (minimize disruptions to customers)
- System Overview showing new ITS device locations on Project Layout
- System Overview showing the power services locations on Project Layout
- Table of quantities
- Special notes/Pay Item Notes
- Typical wiring diagrams
- Surge Protection Devices (SPD) installation details
- Cabinet Details including new NEMA pole mount and base mount cabinets, existing pole mount and base mount cabinets, and other NEMA enclosures
- Updates to CFX standard details to ensure conformance with project requirements
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational cameras to match existing CFX CCTV system

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Maximizing roadway visibility/field of view of any necessary CCTV cameras.
- Traffic impact.
- Accessibility and safe ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.
- Colocation of devices where advantageous. However, any construction dependencies between other CFX projects shall be kept to an absolute minimum.
- When creating the power design, the Designer shall be mindful of system redundancy. While device co-location is desirable, the Designer shall make sure such co-location does not occur to the detriment of the overall ITS system. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstances shall a single power service support devices that are spliced to the fiber on separate sides of the road.

Designer shall submit 75%, 100%, Pre-Bid and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), including voltage drop calculations as applicable, fiber optic interconnect (including conduit, pull boxes, fiber optic cable, splice details), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device location problem areas and special requirements solutions only. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways,

bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 100%, Pre-Bid and Bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.3 TECHNICAL SPECIFICATIONS

The Designer shall review CFX's existing ITS specifications at the 75%, 100%, Pre-Bid and Bid set submission phases. These specifications shall include the technical specifications specific to related equipment in the field, mainline toll plazas, and central control locations (i.e., CFX Headquarters, FDOT RTMC), as well as reviewing CFX standard specifications required for construction. The Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to CFX for its approval. The Technical Specifications shall provide CFX the ability to procure equipment on a competitive basis. Unless substantial benefit for the CFX can be demonstrated by the Designer and approval is granted by the CFX, the Technical Specifications shall be based on national, industry-standard open architecture/protocol/design standards and shall not contain proprietary requirements. The Technical Specifications shall include but not be limited to the following requirements for all equipment:

- A descriptive listing of overall functions that will be required of the equipment.
- Equipment interface requirements with associated/attached devices (existing or proposed).
- Technical requirements stating the required specific technical performance standards based on national open standards.
- Installation requirements for each device.
- Maintenance requirements for proper system operation.
- Warranty requirements detailing the transfer of all equipment manufacturers' warranties to CFX.
- Testing requirements for demonstrating proper installation and system integration that shall be the basis for the development of a System Acceptance Test Plan.

- System Acceptance Test Plan.
- Equipment reliability requirements as necessary to maintain an overall system network reliability as established by CFX.
- Training requirements required by CFX for system operation.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 100% and Bid Set Plan Submission Phases, subject to the review and approval of CFX. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate. A description of how the Unit Cost of each item was determined shall be provided with each cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The Designer shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets CFX needs and requirements. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 10 working days for CFX review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

When there is an actual or potential delay in the schedule or if the Designer proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative must be submitted to CFX for approval.

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 210 calendar days:

- Notice to Proceed (Assume a start date of March 1, 2019)
- Project Kickoff Meeting - Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule – Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan – within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase – 210 calendar days after receipt of Notice to Proceed.

2.6.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with CFX on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Designer will schedule a meeting with CFX to review the Preliminary Roll Plot Submittal. During this meeting the designer is to detail their initial design, including any alternatives to the scope. CFX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The designer shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.6.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The Designer shall identify key project staff to CFX. The Designer shall make no changes in key personnel without written notification and approval from CFX.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

<u>SUBMITTAL/ITEM</u>	<u>NO. OF COPIES</u>
Project Schedule	3
Quality Control Plan	2
Design Methodology Report	3
Site Construction Plans	3
Site Design Calculations	3
Technical Specifications	3
Construction Cost Estimate	3

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the designer shall provide electronic PDF copies on a CD/DVD-ROM or Jump Drive of each interim submittal.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in MicroStation™ format on a CD-ROM. The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left-hand corner of the design plane. The Designer shall be responsible for any translation of a non-MicroStation design file to MicroStation™ format. Upon CFX approval, the Designer may use Microsoft Visio™ for plans provided all electronic files are provided to CFX. The Designer shall develop CADD standards for this project to be approved by CFX. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format on CD/DVD-ROM or Jump Drive. Designer shall submit all project schedules in Microsoft Project™ format on

CD/DVD-ROM, Jump Drive or via email. The Designer shall submit electronic files of all presentations in Microsoft PowerPoint™ format on CD/DVD-ROM or Jump Drive. When requested by CFX, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- CFX Design Standards and Specifications (most current at time of Notice to Proceed)

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected Designer in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Systemwide Aerial Raster files
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Construction Specifications CFX Design Standards
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format
- Construction Plans for CFX Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202, 429-203, 429-204, 429-205, 429-206 and any other relevant plans that are available at the time of notice to proceed
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS OSP Insight documentation

The following resources are available to the Designer in hardcopy format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.

- CFX ITS Network Architecture
- Sign Structure Inspection Reports

2.11 SURVEY

No survey is required for this project.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Assume worst case soils for RFB pole/foundation designs if soil data not provided by CFX.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work. Post Design is not included.

APPENDIX A

Selected Ramps (15) by Optimization Model for RFB Deployment

Roadway	Direction	Exit No.	Crossing Street	Number of Ramps	MP
SR 408	WB	2	Good Homes Rd	1	2.433
SR 408	WB	6	Pine Hills Rd	1	5.930
SR 408	WB	12B	Crystal Lake Dr.	1	7.796
SR 528	WB	20	Innovation Way	1	19.543
SR 408	WB	14	Semoran Blvd.	1	9.795
SR 417	NB	30	Curry Ford Rd.	1	3.37
SR 408	EB	16	Goldenrod Rd.	1	10.99
SR 408	WB	16	Goldenrod Rd.	1	11.477
SR 417	NB	37	University Blvd.	2	10.16
SR 528	EB	9	Tradeport Dr.	1	8.521
SR 408	WB	11	Mills Ave., Rosalind Ave.	2	6.582
SR 414	WB	XX	Hiawasse	1	X.XXX
SR 417	SB	30	Curry Ford Rd.	1	X.XXX

Selected Mainline Location (20) by Optimization Model for RFB Deployment

Roadway	Direction	Exit	Starting Exit	Ending Exit	MP
SR 408	WB	12B	Crystal Lake Dr.	Semoran Blvd.	7.796
SR 528	WB	20	ICP Blvd.	SR 520	19.543
SR 417	NB	37	University Blvd.	SR 50	10.16
SR 417	SB	26	SR 528	Lee Vista Blvd.	20.017
SR 528	WB	31	SR 520	I-95	0.222
SR 417	NB	38	Aloma Ave.	University Blvd.	0.177
SR 408	WB	11	Mills Ave., Rosalind Ave.	Crystal Lake Dr.	6.582
SR 408	WB	14	Semoran Blvd.	Goldenrod Rd.	9.795
SR 528	WB	16	SR 417	ICP Blvd.	15.582
SR 417	NB	30	Curry Ford Rd.	Lee Vista Blvd.	3.37
SR 528	WB	12	Goldenrod Rd.	Narcoossee Rd.	11.875
SR 408	EB	16	Goldenrod Rd.	Semoran Blvd.	10.99
SR 417	NB	33	SR 408	Curry Ford Rd.	6.183
SR 408	WB	16	Goldenrod Rd.	SR 417	11.477
SR 528	WB	8	Sand Lake Rd.	Tradeport Dr.	8.439
SR 408	WB	20	Rouse Rd.	Woodbury Rd.	3.069
SR 408	EB	20	Rouse Rd.	Dean Rd.	2.958
SR 528	EB	9	Tradeport Dr.	Sand Lake Rd.	8.521
SR 408	WB	10	I-4	Rosalind Ave.	5.65
SR 408	EB	21	Alafaya Tr.	Rouse Rd.	4.207

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 19, 2019

SUBJECT: Approval of Contract Award to United Signs & Signals, Inc. for Supplemental Data Collection Sensor (DCS) and Close-Circuit Television (CCTV) Deployment Project 599-537, Contract No. 001464

An Invitation to Bid for the referenced project was advertised on January 13, 2019. Responses to the invitation were received from four (4) contractors by the February 13, 2019 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. United Signs & Signals, Inc.	\$6,414,469.00
2. Traffic Management Solutions, Inc.	\$6,421,275.86
3. Traffic Control Devices, Inc.	\$7,368,000.00
4. Carr Construction LLC	\$9,997,364.23

The Engineer's Estimate for this project is \$7,773,019.83 and \$6,473,000.00 was approved in the Five-Year Work Plan.

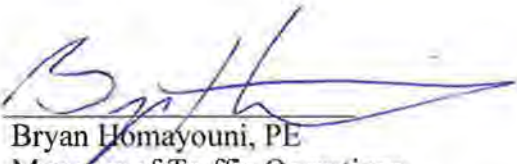
The current Intelligent Transportation System on CFX roads consists of Fiber Optic Cable, Cameras, Data Collection Devices, Dynamic Message Signs, a Wrong Way Driving System and the various components necessary to support these systems. These devices enable the Traffic Management Center (TMC) to monitor real-time traffic conditions to aide in responding to traffic incidents, improve the safety of the system and provide CFX customers with a higher quality of information regarding real-time incidents and travel times. Additionally, the data generated is used by CFX for operational and long-range planning efforts. As the CFX roadway system has grown and evolved, gaps have been identified in the coverage of cameras and data collection devices. The improvements of this project expand the safety, reliability, and level of service of the CFX roadway network by adding devices to fill in gaps.

This project will also replace significant portions of the Line Management System used to locate the existing CFX communications network. The intent of this upgrade is to minimize maintenance costs, improve efficiencies and avoid costly construction impacts in the future. In addition, it will address over 3-miles of compromised CFX communications network infrastructure that have occurred because of forces of nature and aging of the system. Finally, this project mitigates future communications redundancy issues by installing a secondary backbone fiber at the SR 91 northbound to SR 429 ramp.

The Procurement Department has evaluated the bids and has determined the bid from United Signs & Signals, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to United Signs & Signals, Inc. in the amount of \$6,414,469.00 is recommended.

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

Reviewed by:


Bryan Homayouni, PE
Manager of Traffic Operations



CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
UNITED SIGNS AND SIGNALS, INC.**

**SUPPLEMENT DATA COLLECTION SENSOR (DCS)
AND CLOSED-CIRCUIT TELEVISION (CCTV)
DEPLOYMENT**

**PROJECT 599-537
CONTRACT NO. 001464**

**CONTRACT DATE: March 14, 2019
CONTRACT AMOUNT: \$6,414,469.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL
SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL
PROVISIONS, PROPOSAL, ADDENDA, PUBLIC CONSTRUCTION
BOND AND FORMS**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,
TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC
CONSTRUCTION BOND AND FORMS**

FOR

**SUPPLEMENT DATA COLLECTION SENSOR (DCS) AND CLOSED-CIRCUIT
TELEVISION (CCTV) DEPLOYMENT**

**PROJECT 599-537
CONTRACT NO. 001464**

MARCH 2019

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Attached compact disk contains the following and are incorporated herein

TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-3
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-12
	(See Special Provisions Table of Contents for listing of each special provision.)	

Addendum No. 1

Plans

CONTRACT

This Contract No. 001464 (the "Contract"), made this 14th day of March 2019, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and United Signs and Signals, Inc., of 28248 CR 561, Tavares, FL. 32778, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 599-537, Supplement Data Collection Sensor (DCS) and Closed-Circuit Television (CCTV) Deployment, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 455 calendar days. The Contract Amount is \$6,414,469.00. This Contract was awarded by the Governing Board of CFX at its meeting on March 14, 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: _____

UNITED SIGNS AND SIGNALS, INC.

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.

1.3.24 Invitation to Bid - The invitation by which the Contractor submitted its Bid for the Work.

1.3.26 Laboratory - A Testing facility certified with the Florida Department of Transportation.

1.3.25 Major Item of Work - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.26 Materials - Any substances to be incorporated in the Work.

1.3.27 Median - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.28 Notice to Proceed - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.29 Plans - The drawings which show the scope, extent and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.30 Project - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.31 Public Construction Bond - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.32 Resident Project Representative - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.33 Right of Way - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.34 Roadbed - That portion of the roadway occupied by the subgrade and shoulders.

1.3.35 Roadway - The portion of a highway within the limits of construction.

1.3.36 Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.37 Shoulder - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.38 Special Provisions - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications or Standard Specifications.

1.3.39 Specialty Engineer - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative Code. Any corporation or partnership, which offers engineering services, must hold a current Certification of Authorization from the Florida State Board of Professional Engineers. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

- 1) Registration as a Professional Engineer in the State of Florida
- 2) Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.40 Specifications - The directions, provisions and requirements contained in the General Specifications, Technical Specifications, Special Provisions and Standard Specifications.

1.3.41 Standard Specifications - The FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.42 State - State of Florida

1.3.43 Subarticle - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.44 Subgrade - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.45 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.46 Substantial Completion - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and stripping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact and functioning such as signs, guardrail, stripping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

1.3.47 Substructure - All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.48 Superintendent - The Contractor's authorized representative responsible and in charge of the Work.

1.3.49 Superstructure - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.50 Supplemental Agreement - A written agreement between CFX and the Contractor modifying the Contract within the limitations set forth in these specifications.

1.3.51 Surety - The corporate body, bound by the Public Construction Bond with and for the Contractor, who agrees to be responsible for acceptable performance of the Work by the Contractor and for payment of all debts pertaining thereto.

1.3.52 Supplier - A manufacturer, fabricator, supplier, distributor, materialmen or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.53 Technical Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work associated with road and bridge construction.

1.3.54 Travel Way - The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.3.55 Unilateral Adjustment- A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.56 Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.57 Work Order Allowance - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Drawings or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

- A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

- 2.3.2 Increase, Decrease or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary

compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

- (a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

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

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

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

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$.

(2) Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$.

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

(4) Standby Rate = Allowable Hourly Equipment Rate $\times 50\%$.

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

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

$C = 8\%$

$D = \text{Average Overhead Per Day}$

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

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

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

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

All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

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

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

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

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

2.3.2.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

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

2.3.2.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor

for Work performed on the Project when:

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

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

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

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

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

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

- 2.3.4 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such

conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

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

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

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

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

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

2.3.6 **Cost Savings Initiative Proposal**

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

This subarticle does not apply to any CSIP unless the Contractor identifies it at the

time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

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

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

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

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

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe

specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

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

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

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

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

2.3.6.4 Computation for Change in Contract Cost Performance: If the CSIP is

adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

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

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

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.
2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT and AASHTO criteria requirements including bridge loading ratings.

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

2.3.6.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP:

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

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

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

2.4 Claims by Contractor

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

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation

or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the

CFX's determination was without any reasonable factual basis.

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

- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
- (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
- (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
- (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

claimed in the Contractor's written claim submitted hereunder at any time.

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

2.4.5 Compensation for Extra Work or Delay:

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

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

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

incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

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

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

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

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

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

and costs of litigation.

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

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

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

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

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

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

2.5 Unforeseeable Work

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

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

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

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

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

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

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

3.1.4 Shop Drawings

3.1.4.1. Definitions:

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

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

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

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for

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

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

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

3.1.4.4 Style, Numbering and Material of Submittals:

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

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the sheet numbers shall indicate the total number of sheets

in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

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

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

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

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

3.1.4.5 Submittal Paths and Copies:

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

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

3.1.4.6 Processing of Shop Drawings:

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

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

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

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

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

3.1.4.6.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design

and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.2 Coordination of Plans and Specifications

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

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

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

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

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of

acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

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

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

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

3.4 Pre-Award Meeting

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

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify

there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

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

3.5 Orders and Instructions

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

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

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

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

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

procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

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

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

3.5.1.4 Prepare final record drawings.

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

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

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

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

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give

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

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

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and

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

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

3.6.4 Specific Staking Requirements

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

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

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

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

The Contractor shall establish, by an instrument survey, and mark on the surface of

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

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

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

Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX

shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

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

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or

arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange or Seminole County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's

office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall

be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However,

the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

- 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

- 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.
- 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.
- 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.
- 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall

perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

- 5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.
- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.
- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt

plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

- 5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and

incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device,

material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as

set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

- 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

- 5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

- 5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the

Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after

notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

- 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule

Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.
- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of

repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one

week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail.

The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

- 5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a

financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and

Automobile Liability:

Contract Amount	Workers' Comp/ Employer's Liability	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

- 5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

- 5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these

requirements and a photocopy of same shall be provided with the Certificate.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.6 Builder's Risk: If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal

to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

- 5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

- 5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor

agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

- 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
- 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

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

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local

laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

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

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

agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

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

5.28 Discriminatory Vendor List

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

5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged

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

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

- 6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

- Auxiliary Power Unit
- Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
- Deep Well Installation
- Electrical Work
- Fencing
- Highway Lighting
- Installing Pipe or Pipe Liner by Jacking and Boring
- Installing Structural Plate Pipe Structure
- Landscaping
- Painting
- Plugging Water Wells
- Pressure Grouting
- Pumping Equipment
- Roadway Signing and Pavement Marking
- Riprap
- Removal of Buildings
- Rumble Strips
- Sealing Wells by Injection
- Septic Tank and Disposal System
- Signalization
- Utility Works
- Vehicular Impact Attenuator
- Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after

the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera Project Planner, produced by Primavera Systems, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor will not be permitted to alter float through such applications as extending duration estimates or to change sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration each month until the accepted Baseline Schedule is updated and submitted to CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera Project Planner (P6) by Primavera Systems, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera Project Planner for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the P6 "Progress Override" setting.

Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two copies of each of the above schedules created using the P6 Backup feature.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, and road closures and openings shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.

Architectural Treatments.

Sound Walls.

Fiber Optic.

Concrete Removal and Replacement.

Milling and Resurfacing.

Ponds.

Planter Walls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contractor must submit evidence to CFX that any activity to be added or removed from the schedule is a logical and reasonable change. If CFX decides that the activity is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the activity from the schedule, and the Contractor shall comply.

The schedule shall include a task activity for the first chargeable day of the Contract and a task activity for the last chargeable day of the Contract with a 1-day duration and a 7-day calendar assignment. The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Overview window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a "start no earlier than" constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
 - SS -Start to start
 - FF -Finish to finish
 - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Project Calendars: Calendars shall use day as the planning unit for the schedule. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.
- B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.
- C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.
- D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Global Calendar: The global P6 calendar shall have all holidays and non-work days assigned.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the

schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.

3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.
7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.
Project Description.
Contract Resident Engineer.
Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.
Changes in Total Float.
Changes in Early and Late Dates.
Changes in Original and Remaining Duration.
Changes in Activity Constraints.
Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
Changes in Activity Resource Assignments.
Changes in Activity Cost Loading.
Changes in Activity percent completion.
Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
 - B. Key to identify all components in the bar chart and CPM.
 - C. Key to identify all the abbreviations used.
4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:
- A. Activity ID number
 - B. Description of activity
 - C. List of pay items included in activity including:
 - 1. Pay item number
 - 2. Pay item description
 - 3. Quantity of pay item to be applied
 - 4. Unit measure of pay item
 - 5. Unit-price of pay item
 - 6. Total price for pay item to be applied
 - D. Total revenue loading of activity (Sum of "C")
5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.
6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.

7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule using the P6 backup option. The backed up copies shall be compressed and without an access list. The backups shall be submitted on compact disk (cd). Each cd shall have a typed label showing the following information:

Contractor name

The complete CFX Project number

The four character P6 project number

Data Date in format -> "01JAN15"

Volume number _ of _ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the

Contractor's projected early completion date.

3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:

- A. The Contractor performed Extra Work that met all of the following conditions:

1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
2. The Extra Work delayed the Contract Completion Date.
3. The Extra Work impacted one or more activities on the current CPM schedule longest path.

- B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
2. The Contractor took every reasonable action to prevent the delay.
3. The delay impacted one or more activities on the current CPM schedule longest path.
4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;
3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal

traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

- 6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

- 6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective

safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening

strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

- 6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

- 6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

- 6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

- 6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

- 6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.
- 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.
- 6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

- 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all

weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including

cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:

- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
- b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
- c. performs the Work unsuitably or neglects or refuses to remove Materials or;
- d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
- e. discontinues the prosecution of the Work or;
- f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
- g. fails to pay timely its subcontractors, suppliers or laborers or;
- h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
- i. becomes insolvent or is declared bankrupt or;
- j. files for reorganization under the bankruptcy code or;
- k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
- l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the

Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

- 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.
- 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
- 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
- 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
- 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed,

including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary

measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid

in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations.

Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to

be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment"

(RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBOCE ownership cost plus 100% of the RRBB and/or RRBBOCE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBOCE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBOCE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 100\%$

Allowable Hourly Operating Cost = $\text{Hourly Operating Cost} \times 100\%$

Allowable Rate Per Hour = $\text{Allowable Hourly Equipment Rate} + \text{Allowable Hourly Operating Cost}$

Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 50\%$

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the

Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically

purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 75	None
75 to 100	10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved

Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.
- 7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial

payments if properly documented.

- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CBI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify,

or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

- 7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

- 7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

- A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as

required by Article 5.11 of these General Specifications.

- G) The Contractor has previously submitted Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE
(D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising

the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific

and the Northern Marianas;

- (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- (f) "Women".

- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
 - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
 - (b) 1. A Contractor may count toward its D/M/WBE objective 60

percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or

insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and
9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE

Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30

days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of

its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")**, _____ (**"Contractor"**) and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ (**"Members"**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract (**"Contract"**) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may,

but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member

shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this

Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Dollars (\$1,000.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

**VII
ASSIGNMENT OF TASKS OF WORK**

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

**VIII
TERMINATION OF AGREEMENT**

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____

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: February 22, 2019 

RE: January 2019 Financial Reports

Attached please find the January 2019 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JANUARY 31, 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	\$ 40,335,197	\$ 38,411,423	\$ 268,368,327	\$ 264,895,492	\$ 3,472,835	1.3%	10.5%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	\$ 804,157	665,645	4,708,697	3,908,442	802,255	20.5%	17.2%
TRANSPONDER SALES	\$ 28,097	25,193	198,405	157,332	41,073	26.1%	21.8%
OTHER OPERATING	\$ 124,922	112,767	667,599	684,691	(17,092)	-2.5%	-15.3%
INTEREST	\$ 654,794	390,000	2,512,701	1,740,000	772,701	44.4%	16.6%
MISCELLANEOUS	\$ 68,727	86,287	618,177	617,390	787	0.1%	1.6%
TOTAL REVENUES	\$ 42,015,893	39,691,315	277,073,906	272,001,346	5,072,559	1.9%	10.5%
O M & A EXPENSES							
OPERATIONS	\$ 5,496,192	5,121,098	30,101,505	32,024,606	1,923,101	6.0%	17.0%
MAINTENANCE	\$ 1,160,186	2,100,515	7,241,564	8,944,352	1,702,788	19.0%	-6.5%
ADMINISTRATION	\$ 648,699	611,234	4,129,152	4,768,347	639,195	13.4%	2.8%
OTHER OPERATING	\$ 408,859	255,600	1,103,376	1,124,635	21,259	1.9%	-8.0%
TOTAL O M & A EXPENSES	\$ 7,713,936	8,088,448	42,575,597	46,861,941	4,286,343	9.1%	10.0%
NET REVENUES BEFORE DEBT SERVICE	\$ 34,301,957	31,602,867	234,498,309	225,139,406	9,358,903	4.2%	10.6%
COMBINED NET DEBT SERVICE	\$ 15,037,782	15,323,070	99,415,378	100,693,855	1,278,477	1.3%	1.1%
NET REVENUES AFTER DEBT SERVICE	\$ 19,264,175	\$ 16,279,797	\$ 135,082,931	\$ 124,445,551	\$ 10,637,380	8.5%	18.9%

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2019
FOR THE MONTH ENDING JANUARY 31, 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	\$ 30,101,505	\$ 32,024,606	\$ 1,923,101	6.0%
Maintenance	7,241,564	8,944,352	1,702,788	19.0%
Administration	4,129,152	4,768,347	639,195	13.4%
Other Operating	<u>1,103,376</u>	<u>1,124,635</u>	<u>21,259</u>	<u>1.9%</u>
Total O M & A	\$ 42,575,597	\$ 46,861,941	\$ 4,286,343	9.1%
Capital Expenditures				
Operations	\$ -	\$ 76,750	76,750	100.0%
Maintenance	29,745	60,000	30,255	50.4%
Administration	<u>-</u>	<u>41,667</u>	<u>41,667</u>	<u>100.0%</u>
Total Capital Expenditures	\$ 29,745	\$ 178,417	\$ 148,672	83.3%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2019**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	301,238	326,778	25,540	7.82%
Image Review	3,866,911	3,850,838	(16,073)	-0.42%
Special Projects	42,405	115,291	72,886	63.22%
Information Technology	2,191,009	2,382,755	191,745	8.05%
E-PASS Service Center	11,090,214	11,806,638	716,425	6.07%
E-PASS Business Services	73,378	89,663	16,285	18.16%
Public Outreach/Education	1,249,190	1,267,437	18,248	1.44%
Subtotal CFX	18,814,345	19,839,400	1,025,055	5.17%
Plazas	11,287,161	12,261,956	974,796	7.95%
Subtotal Toll Facilities	11,287,161	12,261,956	974,796	7.95%
Total Operations Expenses	30,101,505	32,101,356	1,999,851	6.23%

**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2019**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,360,502	1,742,353	381,851	21.92%
Traffic Operations	1,768,223	1,840,170	71,947	3.91%
Routine Maintenance	4,142,584	5,421,829	1,279,245	23.59%
Total Maintenance Expenses	7,271,309	9,004,352	1,733,044	19.25%

**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Seven Months Ending January 31, 2019**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	426,245	579,748	153,503	26.48%
Administrative Services	1,178,424	1,246,571	68,146	5.47%
Communications	359,985	388,503	28,518	7.34%
Human Resources	130,919	184,429	53,510	29.01%
Supplier Diversity	105,856	220,786	114,930	52.05%
Accounting	870,262	983,537	113,274	11.52%
Records Management	174,151	210,830	36,679	17.40%
Construction Administration	28,818	39,025	10,207	26.16%
Procurement	267,805	278,122	10,317	3.71%
Legal	354,501	372,463	17,962	4.82%
Internal Audit	181,963	255,000	73,038	28.64%
525 Magnolia	15,342	15,638	296	1.89%
Engineering	34,881	35,362	481	1.36%
Grand Total Expenses	4,129,152	4,810,014	680,862	14.16%

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JANUARY 31, 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	\$ 268,368,327	\$ 264,895,492	\$ 3,472,835	\$ 242,951,562	\$ 244,547,228	\$ (1,595,666)	\$ 5,068,501
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	4,708,697	3,906,442	802,255	4,019,199	3,118,768	900,431	(98,176)
TRANSPONDER SALES	198,405	157,332	41,073	162,853	124,499	38,354	2,719
OTHER OPERATING	667,599	684,691	(17,092)	788,283	660,672	127,611	(144,703)
INTEREST	2,512,701	1,740,000	772,701	2,155,340	1,920,860	234,480	538,221
MISCELLANEOUS	618,177	617,390	787	608,661	588,697	19,964	(19,177)
TOTAL REVENUES	277,073,906	272,001,346	5,072,559	250,685,898	250,960,724	(274,826)	5,347,385
O M & A EXPENSES							
OPERATIONS	30,101,505	32,024,606	1,923,101	25,736,311	29,744,378	4,008,067	(2,084,966)
MAINTENANCE	7,241,564	8,944,352	1,702,788	7,749,068	8,646,534	897,466	805,322
ADMINISTRATION	4,129,152	4,768,347	639,195	4,017,150	4,461,034	443,884	195,311
OTHER OPERATING	1,103,376	1,124,635	21,259	1,199,685	1,212,150	12,465	8,794
TOTAL O M & A EXPENSES	42,575,597	46,861,941	4,286,343	38,702,214	44,064,096	5,361,882	(1,075,539)
NET REVENUES BEFORE DEBT SERVICE	234,498,309	225,139,406	9,358,903	211,983,684	206,896,628	5,087,056	4,271,847
COMBINED NET DEBT SERVICE	99,415,378	100,693,855	1,278,477	98,349,706	99,092,025	(742,319)	2,020,796
NET REVENUES AFTER DEBT SERVICE	<u>\$ 135,082,931</u>	<u>\$ 124,445,551</u>	<u>\$ 10,637,380</u>	<u>\$ 113,633,978</u>	<u>\$ 107,804,603</u>	<u>\$ 5,829,375</u>	<u>\$ 4,808,005</u>

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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 JANUARY 31, 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	\$ 40,335,197	\$ 38,235,580	\$ 2,099,617	\$ 268,368,327	\$ 242,951,562	\$ 25,416,765
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	804,157	664,578	139,579	4,708,697	4,019,199	689,498
TRANSPONDER SALES	28,097	26,212	1,885	198,405	162,853	35,552
OTHER OPERATING	124,922	175,355	(50,433)	667,599	788,283	(120,684)
INTEREST	654,794	325,870	328,924	2,512,701	2,155,340	357,361
MISCELLANEOUS	68,727	86,778	(18,051)	618,177	608,661	9,516
TOTAL REVENUES	42,015,893	39,514,373	2,501,520	277,073,906	250,685,898	26,388,008
O M & A EXPENSES						
OPERATIONS	5,496,192	5,643,989	(147,797)	30,101,505	25,736,311	4,365,194
MAINTENANCE	1,160,186	2,085,475	(925,289)	7,241,564	7,749,068	(507,504)
ADMINISTRATION	648,699	599,497	49,202	4,129,152	4,017,150	112,002
OTHER OPERATING	408,859	407,935	924	1,103,376	1,199,685	(96,309)
TOTAL O M & A EXPENSES	7,713,936	8,736,896	(1,022,960)	42,575,597	38,702,214	3,873,383
NET REVENUES BEFORE DEBT SERVICE	34,301,957	30,777,477	3,524,480	234,498,309	211,983,684	22,514,625
COMBINED NET DEBT SERVICE	15,037,782	13,988,446	1,049,336	99,415,378	98,349,706	1,065,672
NET REVENUES AFTER DEBT SERVICE	\$ 19,264,175	\$ 16,789,031	\$ 2,475,144	\$ 135,082,931	\$ 113,633,978	\$ 21,448,953

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E.3.

Executive Director's Report

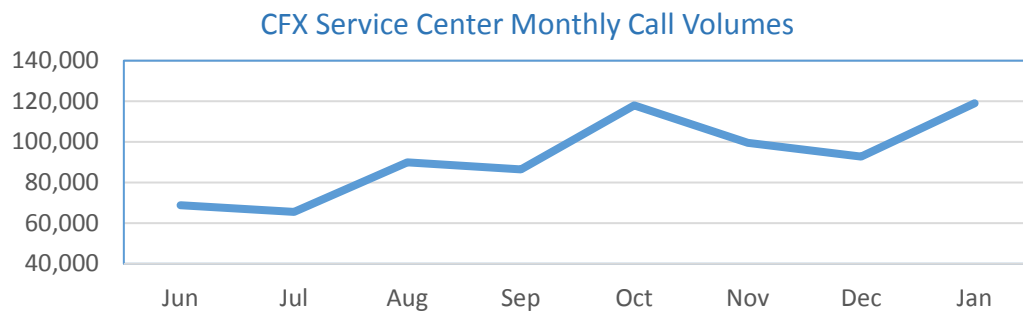
Executive Director Report March 2019

DASHBOARD

Call Center Wait Times

The CFX Call Center is handling a heavy influx of calls related to the SunPass backlog. Call talk times are increasing about 10% to help customers with their SunPass Toll-By-Plate invoices and to set up new E-PASS accounts. The Call Center received a record 119,028 calls in January and still achieved an average call wait time of 1 minute.

CFX has set up additional call center stations at the CFX walk-in service center to help with the higher call volumes. High call volumes and longer call talk times are expected to continue into 2019 until the SunPass Toll-By-Plate invoices are resolved.



Wrong Way Driving

In December there were 15 wrong way driving detections systemwide with 14 of the 15 detections resulting in documented turn arounds. Details of the remaining event are listed below:

SR 414 WB Exit 6 at Keene Road, Sat 12/29/2018 5:27 AM

FHP was notified by the Regional Traffic Management Center (RTMC). A red sedan was observed driving the wrong direction on the ramp. The vehicle appears to make a movement to turn onto the mainline in the correct direction. The RTMC was not able to identify the vehicle on the CCTV images. FHP was unable to locate vehicle. There were no documented citations or crashes associated with this event.

In January there were 11 wrong way driving detections systemwide with 9 of the 11 detections resulting in documented turn arounds. Details of the remaining events are listed below:

SR 414 WB Exit 6 at Keene Road, Tues 1/1/2019 1:43 PM

FHP was notified by the RTMC. It appears that the same red sedan from 12/29/2018 was observed driving the wrong direction on the ramp. The vehicle appears to make a movement to turn onto the mainline in the correct direction. FHP was unable to locate vehicle. The RTMC confirmed that the vehicle entered the mainline in the correct direction. There were no documented citations or crashes associated with this event.

SR 408 EB Exit 4 at Hiawasse Road, Sat 1/26/2019 12:26 AM

FHP was notified by the RTMC. A silver vehicle was observed driving the wrong direction on the ramp. The RTMC monitored our CCTV cameras in the area of the event and two miles ahead and was unable to locate vehicle. FHP drove through the area with no results and was unable to locate vehicle. There were no documented citations or crashes associated with this event.

Major Construction Contracts

The toll system replacement project has required more test time than originally estimated. The toll system replacement project includes the installation of high-quality cameras and optical character and image recognition software that is expected to increase efficiencies and provide cost savings.

The project completion has been extended. The system replacement for all open road tolling lanes is expected to be complete this summer. Ramps and cash lanes are expected to be installed by July 2020. Final system testing and acceptance and required system documentation is estimated to take approximately twelve months following installation completion.

CUSTOMER SUPPORT

Visitor Toll Pass

The Visitor Toll Pass Program will begin on May 1, 2019 at the Orlando International Airport. Rental Car customers will be able to borrow a Visitor Toll Pass and pay the electronic toll rate during their stay. Rental car customers using Visitor Toll Pass will avoid the high daily fees added to tolls by rental car companies.

COMMUNITY INVOLVEMENT

Orlando Business Journal Mentoring Monday

I joined many other Central Florida business women leaders at the Hyatt on February 25 to participate in the Orlando Business Journal Mentoring Monday event.

Good Morning Seminole

I participated in a transportation panel with Mike Shannon, District 5 FDOT Secretary and Nicola Liquori, CEO of SunRail at Good Morning Seminole on March 7.

MOBILITY PARTNERS

Brightline/Virgin Trains USA

Brightline plans to begin rail construction from the east coast to the Orlando International Airport this calendar year. A recent article in the New York Times is attached about the Miami to Orlando transportation alternative.

CFX continues technical discussions with Brightline about the Orlando to Tampa route to optimize the path utilizing SR 417 right of way.

IBTTA & TEAM FL

CFX is one of the chief meeting organizers for the International Bridge Tunnel and Turnpike Association's Annual Technology Summit in Orlando March 31 to April 2, 2019 at the Renaissance Orlando at Sea World. We are also hosting the Transportation Expressway Authority Management of Florida meeting following IBTTA on April 2-3, 2019. Topics that will be discussed include Mobility as a Service, autonomous vehicles, sustainability solutions, smart cities, emerging technologies presentations - "Tech Talks", and the evolution of interoperability.

PRESENTATIONS

February 22:	Lake/Orange Connector Study presentation to MetroPlan Technical Advisory Committees
February 27:	Lake/Orange Connector Study presentation to MetroPlan Community Advisory Committee
February 27:	Lake/Orange County Connector Study presentation to Lake/Sumter MPO Governing Board
March 7:	"Good Morning Seminole" Transportation Panel
March 7:	Lake/Orange County Connector Study presentation to MetroPlan Municipal Advisory Committee
March 13:	Lake/Orange Connector Study presentation to MetroPlan Board

MEETINGS

February 22:	MetroPlan Technical Advisory Committees
February 27:	MetroPlan Orlando Community Advisory Committee meeting
February 27:	I-4 Ultimate Public Involvement Coordinators meeting
March 7:	Lake/Orange County Connector PD&E Study Public Meeting
March 7:	MetroPlan Municipal Advisory Committee
March 13:	MetroPlan Orlando Board
March 14:	Poinciana Parkway Extension PD&E Study Public Meeting

EVENTS

February 25:	OBJ Mentoring Monday
March 1:	OBJ Doing Business in Osceola
March 2:	Fiddler's 5K E-PASS promotion
March 3:	USTA College Matchday: Miami vs. UCF College E-PASS promotion

PERFORMANCE DASHBOARD

JANUARY 2019

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center	10,256	9,080	3:12	<5m

SERVICE CENTER: MINUTE INTERVALS <5 5-6 6-7 7-8 8-9 9+

Call Center	119,028	100,936	1:00	<1m
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CALL CENTER: % MINUTE INTERVALS <1 1-3 3-5 5+



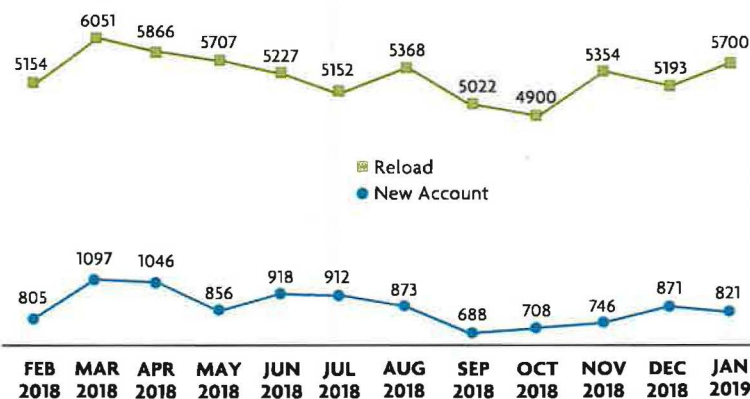
FTC TARGET: 80% <1m

WRONG WAY DRIVING (WWD)

Month	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN
Total Vehicles Detected	16	11	17	29	22	14	15	11
Documented Turn Arouds	14	9	14	28	19	13	14	9

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 862 E-PASS sales and 5,391 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	\$48.0	62%	72%		October 2019
SR 408 Widening from SR 417 to Alafaya Trail	\$77.7	\$54.0	67%	69%		October 2019
Toll System Replacement	\$54.4	\$26.6	61%	49%		July 2021
SR 417 Widening from Econlockhatchee to Seminole Co.	\$44.8	\$7.4	22%	16%		June 2020

LEGEND: Time minus Spent < /=10 <11-20 > /= 21

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$277.1	\$272.0	2%
OM&A Expenses	\$42.6	\$46.9	9%
Net Revenue	\$135.1	\$124.4	9%

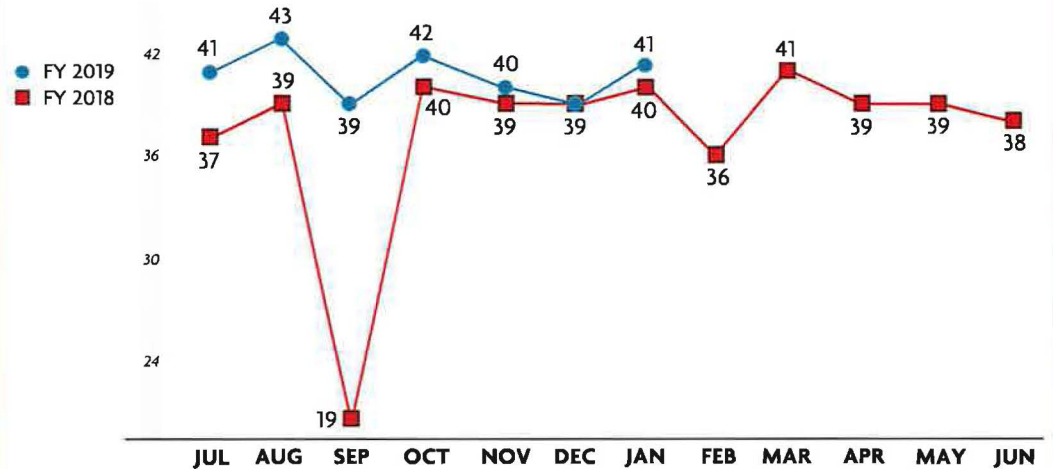
LEGEND: > /= 0 -0.1 to -10 < /= -10

DEBT SERVICE

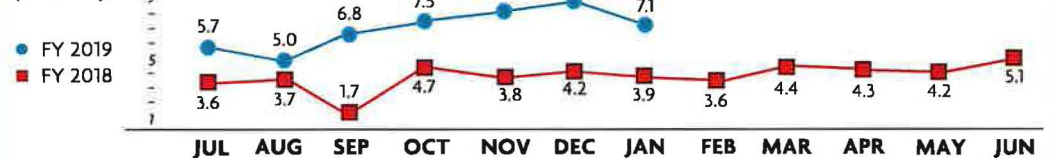
FY to Date	Actual	Budget
Senior Lien	2.32	2.28
Subordinate Lien	2.22	2.18

LEGEND: >1.45 <1.21 to 1.44 < /= 1.2

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



UNPAID IN LANE TRANSACTIONS (millions)



The New York Times

Traveling Around Florida? Ditch the Car and Ride the Rails, Says Virgin

As fewer people apply for driver's licenses and more take ride-sharing services, the team behind Virgin Trains USA believes this is the perfect time to make train travel a new American habit.



The MiamiCentral Station Virgin Trains USA

By Tariro Mzezewa

March 7, 2019

Entering the newest train station in Miami is a bit like walking into another world. With natural light streaming through floor-to-ceiling windows, the modern building is bright, sleek and full of thoughtful amenities. Outlets and USB ports are at every seat, free Wi-Fi is available at the entranceway, and the entire structure smells lovely, thanks to a signature scent wafting through the corridors (grapefruit, orange and lemongrass with a touch of vanilla).

The multibillion-dollar Brightline train that stops at this station offers the only private intercity passenger train service in the country. The diesel-electric system currently connects Miami, Fort Lauderdale and West Palm Beach. In 2021, it will expand to

Orlando, with groundbreaking scheduled for later this year. Brightline partnered with Virgin last November, and will soon be rebranded Virgin Trains USA.

As fewer people in the United States apply for driver's licenses and more take ride-sharing services, the team behind Virgin Trains believes that this is the perfect time to make train travel a new American habit. And they are starting with top urban areas in Florida.

"We recognized this major mobility problem that was starting to present itself between densely populated too-short-to-fly but too-long-to-drive areas, and we saw it as an opportunity," said Patrick Goddard, president of Brightline.

An alluring promise to passengers is a shorter trip. In Florida, the train stops at stations along Interstate 95, but compared to that stretch of highway, where speeds average around 34 miles per hour, the train chugs along at up to 79 miles per hour. That cuts the hour-long drive from Fort Lauderdale to Miami in half; the hour and a half drive between Fort Lauderdale and Palm Beach is cut to 45 minutes. The train has mostly been used by commuters, but company officials hope that it will appeal to more tourists.

The MiamiCentral station will soon be home to Central Fare, a new food hall, and is a 10-minute drive from Port Miami, the busiest cruise port in the world. That station also connects to public transit options like the Metrorail and the Tri-Rail. In Orlando, stations will be located at Walt Disney World and at Orlando International Airport, to entice travelers to hop onboard.



A lounge in MiamiCentral Station

In December, Doug Maesk and his husband took the train from their home in Fort Lauderdale to West Palm Beach for a day trip. The journey by car would have been annoying, he said, while the train ride was very smooth and quiet.

“The seats were so comfortable, there was an attendant offering snacks and drinks,” Mr. Maesk said, noting that they didn’t travel first class. “Just being on the train was a nice way to spend a Sunday afternoon and it was a really nice way to travel.”

He said that he and his husband are likely to use the train to Orlando to avoid the three-and-a-half to four-hour drive, and would spend the time working instead of sitting in traffic.

“We just wanted to try the train once,” Mr. Maesk said. “But now we’re really looking forward to them expanding to Orlando, so we can save time and be productive at the same time.”

Brightline’s Mr. Goddard said that the company, to set itself apart, has invested deeply into the details in its stations and on its trains.

“The transportation business is rife with stories of bad experiences, whether it is airplanes or public transit or even a bad Uber driver,” Mr. Goddard said. “We wanted to be the antithesis of that.”

Along with its signature scent (scented candles are also available for purchase), the Miami station offers a gourmet coffee shop, a play area for children and electric scooters to rent. The station and the train are A.D.A. compliant and accessible to people in wheelchairs, and train bathrooms are touchless. A deal with Lyft allows passengers to pay for train tickets and a ride under the same tab, and the free Wi-Fi is available from the instant you enter the station to the time you depart the train at your destination.

Smart, Smart Plus and Select are the three class options. Tickets cost between \$10 and \$30 each way. Smart is the main class, which the company says is equivalent to business class and which it suggests commuters, families and groups take. Smart Plus costs a bit extra and includes one complimentary snack and beverage on each trip. Select is the train’s first-class experience, which provides access to station lounges that offer wine and charcuterie, and scented cold hand towels.

All passengers, regardless of their class, are allowed up to two carry-on bags for no extra fee, with an option also to check luggage. They can also bring up to one cat or dog on the train, and the company is working on allowing passengers to book seats for their pets.

Tariro Mzezewa is a travel reporter at The New York Times. [@tariro](#)

A version of this article appears in print on March 10, 2019, on Page TR2 of the New York edition with the headline: In Florida, Being Taken for a Ride Is the Whole Idea.

F. 1.

LEASE AGREEMENT AMENDMENT

THIS LEASE AGREEMENT AMENDMENT (this "Amendment") is entered into as of _____, 2019, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and agency of the State of Florida (the "Landlord") and **WOMEN'S CARE FLORIDA, LLC**, a Florida limited liability company (the "Tenant").

WHEREAS, Landlord and Tenant's predecessor in interest previously entered into that certain Lease Agreement dated November 18, 2010 for the Premises located at 525 South Magnolia Avenue, Orlando, Florida; and

WHEREAS, Tenant and Landlord desire to amend certain terms in the Lease as set forth herein.

NOW, THEREFORE, for good and valuable consideration, including the covenants contained herein, the receipt and the sufficiency of which is acknowledged by each party, the parties agree as follows:

1. **Premises.** Since 3,393 square feet out of the 15,134 square feet of the building space (22.42%) (Exhibit "A") has not been accessible since March 14, 2018 due to I-4/SR 408 interchange construction activities, it is agreed that the following credits are applied to the monthly lease payments in the following manner in accordance with Exhibit "B":

Monthly Period	Original Lease Amount	Credit 22.419717%	Credit Balance	Tenant Payment
3/16 - 4/15 2018	\$25,980.03	\$5,824.65	\$5,824.65	\$25,980.03
4/16 - 5/15 2018	\$25,980.03	\$5,824.65	\$11,649.30	\$25,980.03
5/16 - 6/15 2018	\$25,980.03	\$5,824.65	\$17,473.95	\$25,980.03
6/16 - 7/15 2018	\$26,761.96	\$5,999.96	\$23,473.90	\$26,761.96
7/16 - 8/15 2018	\$26,761.96	\$5,999.96	\$29,473.86	\$26,761.96
8/16 - 9/15 2018	\$26,761.96	\$5,999.96	\$35,473.81	\$26,761.96
9/16 - 10/15 2018	\$26,761.96	\$5,999.96	\$41,473.77	\$26,761.96
10/16 - 11/15 2018	\$26,761.96	\$5,999.96	\$47,473.73	\$26,761.96
11/16 - 12/15 2018	\$26,761.96	\$5,999.96	\$53,473.68	\$26,761.96
12/16 - 1/15 2019	\$26,761.96	\$5,999.96	\$59,473.64	\$26,761.96
1/16 - 2/15 2019	\$26,761.96	\$5,999.96	\$38,711.63	\$0.00
2/16 - 3/15 2019	\$26,761.96	\$5,999.96	\$17,949.63	\$0.00
3/16 - 4/15 2019	\$26,761.96	\$5,999.96		\$2,812.38
4/16 - 5/15 2019	\$26,761.96	\$5,999.96		\$20,762.00
5/16 - 6/15 2019	\$26,761.96	\$5,999.96		\$20,762.00

2. **Term.** Effective upon signature of the Amendment by the last party to sign, Section 3 of the Lease shall be deleted and replaced with the following:

Term. The term of the Lease shall continue until June 15, 2019 at such time as the Lease shall be terminated, the Tenant shall have vacated the premises and Landlord shall resume occupancy and control. The Tenant waives and shall make no claim for reimbursement for Tenant Improvements pursuant to Section 12 of the Lease and future Lease payments shall be as provided in the table above (1. Premises).

3. **Defined Terms.** All capitalized terms used in this Amendment shall have the same meaning as set forth in the Lease, unless otherwise indicated.

4. **Conflict; Ratification.** In the event of a conflict or inconsistency between the provisions of this Amendment and the Lease, the provisions of this Amendment shall control and govern. As modified by this Amendment, the Lease is ratified and remains in full force and effect in accordance with its terms. The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the parties under the Lease.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which when so executed and delivered (whether by facsimile, e-mail, or other electronic means) shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date first written above by a duly authorized officer or representative of each party hereto, as the case may be.

WITNESSES:

“LANDLORD”

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Print Witness Name: _____

By: _____

Name: _____

Title: _____

Print Witness Name: _____

“TENANT”

WOMEN’S CARE FLORIDA, LLC

Print Witness Name: _____

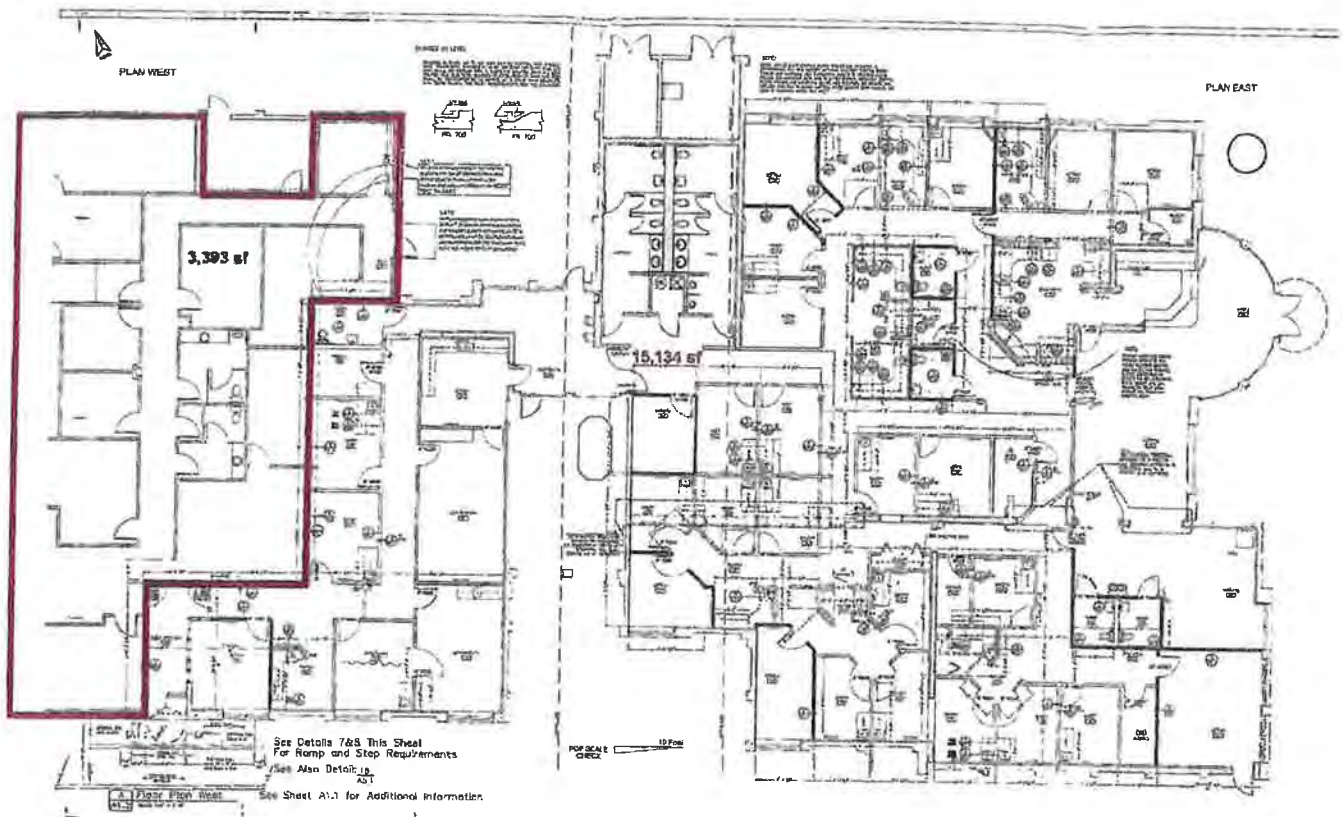
By: _____

Name: _____

Title: _____

Print Witness Name: _____

Exhibit A



EXHIBIT

A

EXHIBIT B

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

December 18, 2018

Mr. Brian Landry
Women's Care of Florida, LLC
525 South Magnolia Ave.
Orlando, Florida

Re: Rent Proration

Dear Mr. Landry,

As part of the lease amendment negotiations, there has been discussion regarding the proration of the western most portion of the facility (referred to as the Quest Diagnostic space). Closing the southwest ingress/egress in mid-March of 2018 caused a lack of independent access rendering this no longer independently commercially viable space for the Tenant.

CFX proposes reducing the rent on a prorated basis when the Premises is tenantable as specified in the lease, specifically in accordance with: Section 27, Paragraph 3, "item (i), Base Rent shall be abated on a pro-rata basis...", and Section 18, Paragraph 2, Sentence 2, "Base Rent shall be equitably adjusted so that the Tenant shall be entitled to a reduction in rent in the proportion that the amount of the Building so taken bears to the original Building."

The parties acknowledge that since March 14, 2018, approximately 22% (Exhibit A, Attached) of the Premises were not utilized by Tenant due to the closure of the southwest parking lot ingress/egress and related construction activity. Landlord agrees to provide a \$5,824.65/month credit (the "Credit") from March 16, 2018 through the termination of the Lease, or August 15, 2019, whichever occurs earlier. The (\$5,824.65 / month) aggregate Credit for March 16, 2018 through January 15, 2019 (10 months) shall be applied to the following months' Base Rent: January 2019, February 2019 and March 2019. Tenant shall reduce Base Rent for the remaining months by the 22 % monthly Credit. For the avoidance of doubt, the Monthly Base Rent applying the Credit shall be as follows:

Period Monthly Base Rent Applying Credit:

01/16/19 – 02/15/19	\$0
02/16/19 – 03/15/19	\$0
03/16/19 – 04/15/19	\$ 2,812.37
04/16/19 – 06/15/19	\$20,762.00
06/16/19 – 08/15/19	\$21,494.06

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

WWW.CFXWAY.COM



Mr. Brian Landry
December 18, 2018
Page 2

Attached please find the computation details. They are also available electronically upon request. We look forward to resuming rent payments in mid-March in accordance with the above schedule.

Please advise should there be any questions.

Sincerely,



Lisa Lumbard
Chief Financial Officer

:ll

Enclosures

cc: Laura Kelley
Joe Passiatore
Ben Dreiling
Mike Carlisle
Cameron Pariseau

LEASE AGREEMENT

8th THIS LEASE AGREEMENT (this "Lease") is made effective and entered into as of the day of November, 2010, by and between ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation and agency of the State of Florida (the "Landlord" or "Authority"), and Women's Care Florida, LLC d/b/a Delaney OB/GYN, a Florida limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee simple owner of that certain building (the "Building") situated upon that certain parcel of land (the "Land") being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (collectively, the "Property"); and

WHEREAS, the Property previously served primarily as the former operations center of the Authority; and

WHEREAS, the Authority has since relocated its operation center and therefore no longer has need of the Property for purposes of serving as an operations center; and

WHEREAS, the Authority has determined that certain portions of the Property or interests therein, as more particularly described in this Lease, are necessary and desirable for purposes of the Authority's existing and future plans in connection with the widening, construction, modification, alteration, maintenance, operation, repair, replacement, inspection and use of State Road 408 and other Authority facilities, as well as Florida Department of Transportation's I-4/SR 408 existing and future interchange project; and

WHEREAS, in order to accommodate the Authority's existing and future plans in connection with or otherwise relating to the widening, construction, modification, alteration, maintenance, operation, repair, replacement, inspection and use of State Road 408, Florida Department of Transportation's ("FDOT") I-4/SR 408 existing and future interchange project, and other Authority facilities, and as a material inducement for the Authority to enter into this Lease, Tenant expressly acknowledges and agrees to the rights provided for herein for the benefit of the Authority and Authority's agents, successors, assigns, contractors and employees (including, without limitation, FDOT); and

WHEREAS, Landlord and Tenant have agreed that Landlord shall lease to Tenant that portion of the Property described on **Exhibit "B"** attached hereto and incorporated herein ("Premises") upon the terms and conditions contained hereinbelow; and

WHEREAS, the Authority has determined that the lease of the Premises to the Tenant, upon the terms and conditions set forth herein, is in the best interest of the public and the

Authority.

NOW, THEREFORE, for and in consideration of the obligation of Tenant to pay rent as provided hereinbelow, and the terms, provisions and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The above Recitals are true and correct and are incorporated herein by this reference.

2. **Premises.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Premises (as described on **Exhibit "B"**) subject to and in accordance with the terms and provisions set forth herein, and subject to the matters set forth on **Exhibit "C"** attached hereto and incorporated herein by this reference. This Lease does not grant any legal rights to "light and air" outside the Premises nor any particular view visible from the Premises, nor any easements, licenses, access rights to I-4 or SR 408, or other such interests unless expressly contained in this Lease.

3. **Term.** The term of this Lease shall be ten (10) years and seven (7) months, commencing on November 15, 2010 (the "Commencement Date") and terminating at midnight on June 15, 2021, unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). During any period that Tenant shall be permitted to enter the Premises prior to the Commencement Date, other than to occupy the same for business purposes (e.g., to perform alterations or improvements), Tenant shall comply with all terms and provisions of this Lease except those provisions requiring the payment of Base Rent. Any extension beyond the Term shall require the Landlord and Tenant to enter into a new lease agreement. Notwithstanding the foregoing, after October 1, 2015, either party hereto shall have the right at its sole discretion, with or without cause, to terminate the Lease upon three hundred sixty (360) days prior written notice to the other and, upon the expiration of said three hundred sixty (360) days, the Tenant shall surrender possession of the Premises to the Landlord in accordance with this Lease.

4. **Base Rent.** Tenant hereby agrees to pay to Landlord, without notice or demand, at the address for Landlord designated hereinbelow where Landlord is to receive notices, base rent payable in equal, consecutive, monthly installments of Twelve Thousand Six Hundred Eleven and 67/100 Dollars (\$12,611.67) per month during the initial period (the "Base Rent"). Said initial period, as described in the table below, shall run from the Commencement Date to June 15, 2012. Thereafter, the Base Rent shall be increased in subsequent periods ("Lease Period") in accordance with the following schedule:

<u>Period</u>	<u>Base Rent Per SF</u>	<u>Monthly Base Rent</u>
11/15/10 -06/15/12	\$10.00	\$12,611.67
06/16/12 -06/15/13	\$12.00	\$15,134.00
06/16/13 -06/15/14	\$14.00	\$17,656.33

06/16/14 -06/15/15	\$16.00	\$20,178.67
06/16/15 -06/15/16	\$18.00	\$22,701.00
06/16/16 -06/15/17	\$20.00	\$25,223.33
06/16/17 -06/15/18	\$20.60	\$25,980.03
06/16/18 -06/15/19	\$21.22	\$26,761.96
06/16/19 -06/15/20	\$21.85	\$27,556.49
06/16/20 -06/15/21	\$22.51	\$28,388.86

For purposes of the foregoing, the parties acknowledge and agree that the rentable square footage of the Building area throughout the Term is 15,134 square feet. Payments of Base Rent shall be payable in advance, commencing on the Commencement Date and continuing on the first day of each successive calendar month thereafter throughout the Term hereof. If the Term of this Lease begins on any day other than the first day of the calendar month, then the monthly installment of Base Rent shall be prorated on a per diem basis for the first and last months of the Term.

As used herein, the term "Rent" shall mean and refer to Base Rent, additional rent and any other sums or charges due hereunder by Tenant to Landlord. All payments of Rent shall be made without any deduction or offset for any reason whatsoever and shall be received by Landlord on or before the dates when due. Tenant shall assume and pay to Landlord at the time of paying the Rent any excise, sales, use, gross receipts or other taxes (other than a net income or excess profits tax) which may be imposed on or measured by such Rent or may be imposed on or on account of letting and which Landlord may be required to pay or collect under any law now in effect or hereafter enacted.

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent payment herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction (unless Landlord expressly agrees to an accord and satisfaction in a separate agreement duly accepted by Landlord's appropriate officer or officers) and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary, and any such payment shall be treated by Landlord at its option as being received solely on account of any amounts due and owing Landlord, including the Rent, and to such items and in such order as Landlord in its sole discretion shall determine.

Notwithstanding anything herein to the contrary, in light of the construction and installation of the substantial tenant improvements and fixtures within the Building by Tenant, at Tenant's sole cost, prior to Tenant commencing business operations at the Premises, and in light of Landlord's construction and installation of certain improvements, at Landlord's sole cost, in connection with Authority's State Road 408 Bridge Widening Project, Landlord agrees to waive

Tenant's obligation to pay Landlord the Base Rent for the later (i.e., whichever occurs later) of the following periods: (a) from the Commencement Date to June 15, 2011; or (b) from the Commencement Date to the date of substantial completion of the hereafter defined Authority's Initial Construction (as defined in Section 27 of this Lease). For purposes of this paragraph, substantial completion shall mean that the general contractor is only working on "punch list" items or such other evidence presented to Tenant by Landlord evidencing substantial completion. In the event such period does not end on the last day of any calendar month, then Tenant shall be responsible for the prorated amount of Base Rent on a per diem basis applicable to the calendar month in which such period ends.

5. Late Payment Charge. Tenant hereby agrees to pay Landlord, in the event any monthly installment of Base Rent or additional rent or other sums or charges due to Landlord are not paid within five (5) days of the due date, in addition to such monthly installment of Base Rent or other sum due, a late charge in an amount equal to five percent (5%) of such overdue amount. Such late payment charge shall be paid by Tenant together with such unpaid amounts without further notice to or demand upon Tenant.

6. AS IS. Tenant has inspected the Premises to the extent desired by Tenant and is satisfied with the physical and mechanical condition thereof, and the taking of possession by Tenant is conclusive evidence of receipt of them in good order and repair, and with full knowledge of their condition. Notwithstanding anything to the contrary contained in this Lease, Landlord has not made and does not make any representations or warranties as to the physical condition or any other matter or thing affecting or pertaining to the Premises, and Tenant expressly acknowledges and agrees to take the same "AS IS." It is understood and agreed that all understandings and agreements hereto had between the parties are merged into this Lease and that the same is entered into after full investigation, neither party relying upon any statements or representations not embodied in this Lease, made by the other. Tenant acknowledges that Landlord has afforded Tenant the opportunity of a full and complete investigation, examination, and inspection of the Premises and all matters and items relating thereto or connected therewith. There are no express or implied warranties given to Tenant in connection with the Premises. TENANT EXPRESSLY RELEASES AND RELIEVES LANDLORD FROM ANY LIABILITY, WARRANTY, OR OBLIGATION RELATING TO THE CONDITION OF THE PREMISES, SPECIFICALLY INCLUDING: LATENT (EXCEPT AS TO EXTERIOR BUILDING STRUCTURAL MATTERS) AND PATENT CONDITIONS; ZONING, PERMITTING, PARKING, AND OCCUPANCY REQUIREMENTS; THE PRESENCE OR RELEASE OF HAZARDOUS OR TOXIC WASTES, SUBSTANCE AND MATERIALS ON OR FROM THE PREMISES OR ANY ADJOINING PROPERTY OCCURRING AFTER THE COMMENCEMENT DATE; SUBSOIL CONDITIONS; STORMWATER DRAINAGE CONDITIONS; THE EXISTENCE OR CONDITION OF UTILITIES, IF ANY, AT THE PREMISES; AND ANY AND ALL OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF THE PREMISES. THE PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

7. Use. Tenant shall occupy and use the Premises solely for general office use, medical office use and related patient treatments, and for no other purpose whatsoever, including such uses as may be permitted under applicable zoning laws, without Landlord's prior written consent. Notwithstanding the foregoing, Landlord makes no representation that the Premises may be used for such uses under applicable laws and codes and it shall be solely Tenant's responsibility to confirm such use is permitted under applicable laws and codes prior to conducting such operations. Tenant may control the operating hours of the Premises at its sole discretion, subject to the terms and provisions of this Lease. Tenant shall not use nor permit the Premises to be used for any illegal, improper, immoral or objectionable purpose, or violate any statute, regulation, rule, or order of any governmental body with respect to the Premises, or deface or injure the Premises, or use the Premises in a manner which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or cause a cancellation of any insurance policy covering said Premises. Tenant shall, at Tenant's sole expense, obtain all governmental licenses and permits for its permitted use of the Premises, and shall make any improvements to the Premises required to obtain the same, provided any such improvements are subject to Landlord's prior written approval in accordance with Section 15 herein.

8. Services. Commencing on the Commencement Date, Tenant shall obtain and pay for all utilities and services desired by Tenant, including, without limitation, electricity, telephone service, water, sewer, refuse services, landscaping, and any other commodities, utilities, or services desired or necessary for the operation of the Premises. Tenant agrees to make application with applicable utilities for utilities services, and to pay any required deposits, fees and charges and all invoices for such services in the prescribed manner. After the Authority's Initial Construction, Landlord shall have no liability for interruptions, variations, shortages, failures, changes in quality, quantity, character or availability of any utilities or services caused by repairs, maintenance, replacements, alterations, labor controversies, accidents, inability to obtain services, utilities or supplies, governmental or utility company acts or omissions, requirements, guidelines or requests, or other causes.

9. Maintenance and Repairs. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at its own costs and expense, maintain the Premises, including the Building, and make repairs, restorations, and replacements to the Premises as and when needed to preserve them in a safe, clean and first class order, condition and repair, and in as good an order, condition and repair as the commencement of this Lease, reasonable wear and tear excepted. Tenant's obligations of maintenance, repair, restoration and replacement under this Section shall include, without limitation, the maintenance and repair of all structural components (with the exception of the roof and exterior walls of the Premises which shall be responsibility of Landlord), all grounds, lighting, landscaping, irrigation, paving, sidewalks, curb and gutters, and other such facilities on the Land, plumbing, walls, glass, ceilings, floors, floor coverings, windows, window dressings, electrical systems, HVAC units, tenant improvements, tenant signs and doors of the Building and elsewhere on the Premises. If Tenant does not promptly make any required maintenance or repairs, Landlord shall have the right, but not the obligation, upon five (5) day written notice to

Tenant, to make such repairs and replacements, in which event Tenant shall pay Landlord the cost thereof immediately upon demand. Tenant shall provide janitorial services and customary cleaning for the Premises, at Tenant's sole cost and expense. Unless otherwise expressly provided for herein, all maintenance obligations shall be that of the Tenant at Tenant's sole cost.

10. Taxes. In the event any ad valorem real estate taxes are levied against the Premises the Landlord shall be responsible for such payment. Tenant shall be responsible for any tangible personal property taxes. Any other taxes, assessments or other impositions levied or assessed by any lawful authority against the Premises (collectively, "Taxes") shall be the responsibility of Tenant and Tenant shall promptly make such payment. However, in the event the lawful authority imposing, levying or assessing the Taxes allows the option to pay such Taxes in installments, such option shall be exercised and the Tenant shall thereafter be responsible for such installments as may come due during the term of this Lease. As used herein, the term "Taxes" shall include, without limitation, all assessments, water and sewer rents and other governmental impositions and charges of every kind and nature whatsoever (excepting ad valorem real estate taxes and tangible personal property taxes), extraordinary as well as ordinary, general and special, and each and every installment thereof which shall or may, during the Term, be levied, assessed, imposed, become due and payable, or liens upon, or arise in connection with, the use, occupancy or possession of, or become due and payable out of, or for, the Premises, or any part thereof, and all costs incurred by Landlord, including attorneys' fees and other legal expenses in contesting or negotiating the same with any governmental authority.

11. Insurance. Landlord shall maintain fire and extended coverage insurance on the Premises in such amounts as Landlord shall require and evidence of same shall be provided to Tenant. Payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain in full force and effect during the Term of this Lease fire and extended coverage casualty insurance covering all of Tenant's equipment, improvements, trade fixtures, appliances, furniture, furnishings and personal property, from time to time, in, on or about the Premises.

Tenant shall also maintain and procure, during the Term of this Lease, a policy or policies of commercial general liability insurance with respect to its activities on the Premises, such insurance to afford minimum protection of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person arising out of any one accident or occurrence; not less than Two Million Dollars (\$2,000,000.00) for injuries or deaths to more than one person arising out of any one accident or occurrence; and not less than One Million Dollars (\$1,000,000.00) for property damage arising out of any one accident or occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Said insurance shall include Landlord and any other third party as Landlord should require as an additional named insured(s) with respect to Tenant's operations in the Premises. Tenant shall, prior to right of entry and at Landlord's request from time to time thereafter, provide Landlord with current certificates of insurance evidencing Tenant's compliance with this Section. Tenant shall obtain the agreement of Tenant's insurer(s) to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration, and the certificates of insurance shall provide that Tenant's insurance

coverage may not be changed, reduced or canceled without at least thirty (30) days prior written notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry. The insurance companies providing coverage required of Tenant under this Section shall be acceptable to the Landlord and shall be in companies licensed to do business in the State of Florida rated A:XII or better in "Best's Key Rating Guide." In the event Tenant shall fail to procure such insurance, Landlord may at its option after giving Tenant no less than ten (10) days prior written notice of its election to do so, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent upon receipt by Tenant of bills therefor.

12. **Tenant Improvement Reimbursement.** In light of the construction and installation of the substantial tenant improvements and fixtures within the Building by Tenant, at Tenant's sole cost, which improvements are set forth on attached **Exhibit "D"** ("Tenant Improvements"), Landlord agrees that in the event this Lease is terminated as a result of: (1) Landlord exercising its right to terminate as provided in Section 3; (2) the taking, appropriation or condemnation of the Premises which results in the termination of this Lease or results in ten percent (10%) or more of the interior square footage of the Building being taken, appropriated or condemned; or (3) Tenant exercising its right to terminate this Lease in accordance with Section 27 after being provided three hundred sixty day notice of Authority proposing to engage in substantial construction activities on the Premises (excluding Authority's Initial Construction), then Landlord shall reimburse Tenant for a portion of the cost of its improvements to the Premises in accordance with the following schedule based on the date on which the Lease is terminated under the foregoing conditions as follows:

<u>Date of Lease Termination</u>	<u>Amount To Be Reimbursed To Tenant Due To Early Termination</u>
11/15/10 -06/15/12	\$470,922.30
06/16/12 -06/15/13	\$418,597.60
06/16/13 -06/15/14	\$366,272.90
06/16/14 -06/15/15	\$313,948.20
06/16/15 -06/15/16	\$261,623.50
06/16/16 -06/15/17	\$209,298.80
06/16/17 -06/15/18	\$156,974.10
06/16/18 -06/15/19	\$104,649.40
06/16/19 -06/15/20	\$52,324.70
06/16/20 -06/15/21	\$0.00

Notwithstanding anything herein to the contrary, to the extent Tenant is compensated for Tenant Improvements as provided above, such improvements shall not be removed from the Premises upon termination of this Lease. Further, for purposes of this Section 12, reference to "Date of Lease Termination" shall be the date Tenant is no longer located within the Premises.

13. Compliance with Law; Rules and Regulations. Tenant shall comply with, and Tenant shall cause its employees, agents, contractors, invitees and visitors to comply with, all laws, ordinances, orders, rules and regulations of all governmental or judicial authorities having jurisdiction thereof (whether state, federal or local) relating to the use, condition or occupancy of the Premises. Tenant, at Tenant's sole cost, shall make such alterations to the Premises as may be required such that the Premises shall be in compliance with the American with Disabilities Act and the regulations promulgated thereunder. Tenant acknowledges and agrees that it shall be and remain liable for all damage, loss, cost and expense resulting from any violation by Tenant of any laws, ordinances, orders, rules and regulations of all governmental or judicial authorities having jurisdiction thereof (whether state, federal or local).

14. Lawful Use; Nuisance. Tenant shall not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any business or purpose which is unlawful, disreputable or deemed to be hazardous on account of fire or other hazards, or permit anything to be done that would violate the certificate of occupancy applicable to the Premises or make void or uncollectible any insurance then in force with respect thereto, or that would in any way increase the rate of fire or liability or any other insurance coverage on the Building and/or its contents. Tenant shall conduct its business and control its employees, agents, contractors, invitees and visitors in such manner as not to create any nuisance.

15. Alterations, Additions and Improvements.

(a) Tenant shall not make or allow to be made any alterations, additions or improvements in, of or to the Premises or any part thereof without obtaining the prior written approval of Landlord. Tenant agrees that all approved work shall be done in a good and workmanlike manner, lien-free, and at Tenant's sole cost and expense. All alterations, additions and improvements in or to the Premises shall, when made, become the property of Landlord and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease, whether by lapse of time or otherwise. Tenant shall indemnify, hold harmless and defend Landlord from and against any and all claims, losses, liabilities, costs, damages and expenses (including court costs and attorneys' fees at or before the trial level and in any bankruptcy or appellate proceedings) arising out of or relating to any alterations, additions or improvements made by Tenant in or to the Premises (notwithstanding Landlord's prior written consent thereto). This indemnity agreement shall continue in full force and effect after expiration or earlier termination of this Lease.

(b) Tenant shall establish a construction schedule to complete Tenant's desired improvements to the Premises (the "Tenant Improvements") in a timely manner, which

schedule shall be delivered to the Landlord prior to the effective date of this Lease and which the parties shall then endeavor to mutually agree upon promptly after Tenant delivers the same to Landlord. Prior to commencing any such construction, Tenant shall: (1) obtain Landlord's prior written approval of both: (i) the licensed general contractor selected by Tenant to complete the Tenant Improvements; and (ii) the working drawings, plans and specifications for the Tenant Improvements; (2) provide proof to Landlord that the general contractor has in effect a policy of liability insurance, builder's risk insurance and worker's compensation insurance in such amounts and in such form as is customarily maintained in connected with similar construction and listed Authority as an additional insured on contractor's insurance policy; and (3) provide to Landlord, at Tenant's sole cost and expense, a payment and performance bond in an amount equal to the contract amount for the cost of any improvements, additions or alterations to the Premises which the Tenant desires to make to insure Landlord against any liability for construction liens and to ensure completion of the work. Any review or approval by Landlord of any plans or specifications with respect to the Tenant Improvements (or any other alterations, additions or improvements to the Premises by Tenant) is solely for Landlord's benefit and without any representations of warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise. Tenant shall ensure that the Tenant Improvements are constructed or installed in substantial accordance with the plans and specifications approved by Landlord. Tenant shall perform the work in a good and workmanlike manner in compliance with the building and zoning laws applicable to the Premises, and free and clear of all liens and encumbrances for work, labor and services.

16. Mechanic's Liens. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the costs of all repairs and permitted alterations, additions, improvements, changes and other work done by Tenant in or to the Premises and further agrees to indemnify, save harmless and defend Landlord from and against any and all costs and liabilities incurred by Landlord and against any and all mechanics', materialmen's, laborers' and other statutory or common law liens which may be asserted, claimed or charged against all or any part of the Premises arising out of or from such work. This indemnity agreement shall continue in full force and effect after expiration or earlier termination of this Lease. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a payment and performance bond in an amount equal to the contract amount for the cost of any improvements, additions or alterations in the Premises which the Tenant desires to make to insure Landlord against any liability for construction liens and to insure completion of the work. Notwithstanding anything to the contrary set forth in this Lease, in no event shall the interest of Landlord in all or any part of the Premises be subject to any mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of Tenant, whether or not the same shall be made or done with the consent of Landlord or by agreement between Tenant and Landlord. All persons dealing with or contracting with Tenant or any contractor of Tenant are hereby put on notice of the foregoing provision. In the event any notice, claim or lien shall be asserted or recorded against the interest of Landlord in the Premises on the account of or extending from any improvement or work made or done by or at the instance of Tenant, or any person claiming by, through or under Tenant, or

from any improvement or work the cost of which is the responsibility of Tenant, then Tenant agrees to have such notice, claim or lien canceled, discharged, or released in accordance with applicable Florida Statutes within thirty (30) days after notice to Tenant by Landlord, and in the event Tenant fails to do so, Tenant shall be considered in default under this Lease. Upon Landlord's request, Tenant shall execute a short form memorandum of this Lease to be recorded in the public records containing the language in this Section, the name of Landlord, and a legal description of the Premises, so as to comply with Section 713.10, *Florida Statutes*, as amended. Further, the Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this section.

17. Damage or Destruction by Casualty. If the Premises shall be damaged by fire or other casualty covered by insurance proceeds and if such damage does not render all or a substantial portion of the Premises untenable, then Landlord shall proceed to repair and restore with reasonable promptness the same, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control, and this Lease shall remain in full force and effect. If any such damage renders all or a substantial portion of the Premises untenable as determined by Landlord in its reasonable discretion, Landlord shall have the option to: (1) repair or restore such damage with the Lease remaining in full force and effect; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice. In the event the Landlord elects the first option, then Landlord shall with reasonable promptness after the occurrence of such damage, reasonably estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by written notice advise Tenant of such estimate and Tenant shall have the right to terminate this Lease as of the date of such casualty by giving written notice to the Landlord within ten (10) days after Landlord gives Tenant the notice containing said estimate. Unless this Lease is terminated as provided for in this Section, Landlord shall proceed with reasonable promptness to repair and restore the Premises, subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease (except as hereinabove provided), if such repairs and restoration are not in fact completed within any time period reasonably estimated by Landlord, so long as Landlord shall proceed with reasonable diligence to complete such repairs and restoration. Notwithstanding anything to the contrary herein set forth, (a) Landlord shall not have a duty pursuant to this Section to repair or restore any portion of the Tenant Improvements or other alterations, additions or improvements made by Tenant in the Premises or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant, and (b) Tenant shall not have any right to terminate this Lease pursuant to this Section if the damage or destruction was caused by the act or neglect of Tenant, its employees, agents, contractors, invitees or visitors. For purposes of this paragraph, "substantial" shall mean more than ten percent (10%) of the then full replacement cost of the Building or more than ten (10%) of the interior square footage of the Building.

In the event any fire or casualty damage not caused by the act or negligence of Tenant, its employees, agents, contractors, invitees and visitors, renders all or a substantial portion of the Premises untenable and if this Lease shall not be terminated pursuant to the foregoing provisions of this Section by reason of such damage, then that portion of the Base Rent attributable to the untenable portion of the Premises shall abate during the period beginning with the date of such damage and ending with the date when Landlord tenders the applicable portion of the Premises to Tenant as being ready for occupancy; otherwise, Base Rent shall not be reduced or abated by reason of fire or casualty damage. Such abatement shall be in an amount bearing the same ratio to the total amount of Base Rent for such period as the portion of the Building not tenantable from time to time bears to the entire Building. In the event of termination of this Lease pursuant to this Section, Base Rent shall be apportioned on a per diem basis and shall be paid, whichever is later, to the date of the casualty or such date as may be provided in the notice.

18. Condemnation. In the event the Premises should be taken, appropriated or condemned under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate when possession thereof shall be required by the appropriating or condemning authority or when legal title vests in the appropriating or condemning authority, whichever first occurs, and the Rent shall be apportioned and paid to such date.

If less than ten percent (10%) of the interior square footage of the Building shall be taken, appropriated or condemned, and the remaining portion of the Premises is tenantable, Landlord shall forthwith restore the Premises to a useable condition and the Base Rent shall be equitably adjusted so that Tenant shall be entitled to a reduction in rent in the proportion that the amount of the Building so taken bears to the original Building. In the event that ten percent (10%) or more of the interior square footage of the Building shall be taken, appropriated or condemned, Landlord shall be under no obligation to restore the Premises, however, Tenant may, upon written notice, terminate this Lease, and the Rent due hereunder shall be apportioned and paid to such date.

In the event of any taking, appropriation, inverse condemnation, or condemnation hereinabove mentioned of all or a portion of the Premises, Landlord shall be entitled to receive the entire award or settlement in any such proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant herein expressly assigns to Landlord any and all right, title, and interest of Tenant now or hereafter arising in or to any part thereof, and Tenant shall not be entitled to receive any such award, apportionment, settlement, or claim of business damages and shall have no claim against Landlord for the value of any unexpired term of this Lease or of any Renewal Option provided for herein.

19. Default.

(a) Tenant Default: The occurrence of any of the following shall constitute an event of default hereunder by Tenant:

11-03-10A

(i) The Base Rent payable under this Lease or additional rent or any other sum of money due hereunder is not paid when due, and such failure to pay continues for more than five (5) days after such due date. However, the first occurrence of non-payment by Tenant during a calendar year shall, in order to constitute a default, require Landlord to provide written notice to Tenant to make such payment as required under this Lease and Tenant's failure to make such payment within five (5) days after receipt of such notice.

(ii) Tenant files any petition for debt relief under any section or chapter of the national or federal bankruptcy code or any other applicable federal or state bankruptcy, insolvency or other similar act.

(iii) Any petition is filed against Tenant under any section or chapter of the national or federal bankruptcy code or any other applicable federal or state bankruptcy, insolvency or other similar act, and such petition is not dismissed within sixty (60) days after the date of such filing.

(iv) Tenant shall become insolvent or transfer property to defraud creditors or there shall be a material adverse change in the net worth or credit rating of Tenant.

(v) Tenant makes material misrepresentations to Landlord prior to or contemporaneously with the execution of this Lease.

(vi) Tenant shall make an assignment for the benefit of creditors.

(vii) A receiver is appointed for any of the assets of Tenant, and such receiver is not removed within sixty (60) days of Tenant's receipt of notice from Landlord to obtain such removal.

(viii) A lien is filed against the Premises or Landlord's estate therein, by reason of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or anyone holding the Premises by, through or under Tenant, and Tenant fails to cause the same to be vacated and canceled of record, or bonded off in accordance with the provisions of this Lease, within thirty (30) days after the filing date thereof.

(ix) Tenant fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions contained in this Lease (other than the defaults specified in subsections (i) - (viii) above) to be observed, performed and kept by Tenant and, unless otherwise specified herein, Tenant persists in such failure for thirty (30) days after receipt of notice by Landlord requiring that Tenant correct such failure; provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for

performance then Tenant shall not be in default if Tenant commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

(b) **Landlord Default:** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation, provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event of Landlord's default, Tenant's remedies shall be limited to specific performance, termination of this Lease, or an injunction.

20. **Remedies.** Upon the occurrence of an event of default or breach by Tenant, Landlord shall have the option to do and perform any one or more of the following: (a) terminate this Lease and enter into the Premises, or any part thereof, either with or without process of law, and expel Tenant, or any person occupying the same in or upon said Premises, and repossess and enjoy said Premises as in the Landlord's former estate; (b) enter into possession of the Premises as agent of Tenant and use all reasonable diligence to relet the Premises, applying rent received from any new tenant, at Landlord's option: (i) first, to the costs of re-letting, (ii) second, to the payment of all costs of enforcing this Lease against Tenant, (iii) third, to the payment of all interest and service charges accruing hereunder, (iv) fourth, to the payment of Rent theretofore accrued, and (v) with the residue, if any, to be held by Landlord and applied to the payment of Rent and other obligations of Tenant as the same become due; or (c) declare the entire balance of rents due and payable forthwith and maintain a distress proceeding, chattel lien foreclosure proceeding, or other proceeding for the recovery of the same and have in aid thereof, with or without notice, the appointment of a receiver, the writ of injunction, or such other remedies as may be necessary to secure the relief sought. The above-stated remedies of Landlord are to be in addition to, and not in lieu of, any other rights and remedies provided Landlord either at law or in equity. No delay in enforcing the provisions of the Lease shall be deemed to constitute a waiver of such default by Landlord, and the pursuit by Landlord of one or more remedies shall not be deemed to constitute an election against other remedies.

21. **Damage or Theft of Personal Property.** Tenant agrees that all personal property brought into the Premises shall be at the risk of the Tenant only and that the Landlord shall not be liable for the loss thereof or any damages thereto occasioned from any act of any person.

22. **Surrender; Holding Over.**

(a) **Surrender.** At the expiration or earlier termination of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear alone excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment and movable furniture placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the Building. Tenant will not remove any trade fixtures or

equipment without Landlord's prior written consent if such trade fixtures or equipment are used in the operation of the Building or if the removal of such fixtures or equipment will impair the structure of the Building. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions and improvements. All trade fixtures, equipment, furniture, alterations, additions and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including, without limitation, the cost of repairing any damages to the Premises caused by removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or earlier termination of this Lease.

(b) Holding Over. No unauthorized holding over by Tenant after the Term shall be construed to extend this Lease. Any holding over with the consent of Landlord in writing shall thereafter constitute a lease from month to month, subject to all conditions, provisions and obligations of this Lease in effect on the last day of the Term, except that the Base Rent shall be an amount equal to one hundred fifty percent (150%) of the Base Rent of the prior lease year (i.e., last in effect before the holding over by Tenant).

23. Estoppel Certificate. Within ten (10) days after written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord, without expense to Landlord, a statement in writing attesting to the following:

(a) That this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modifications and certifying that this Lease as modified is in full force and effect).

(b) The dates to which Rent and any other charges payable to Landlord hereunder are paid in advance, if any.

(c) That there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or stating such defaults if any are claimed) or any other claims or setoffs which Tenant may have against Landlord (or stating such claims or setoffs if any are claimed).

(d) Such other provisions required by any prospective purchaser of, or by any holder or prospective holder of, a mortgage or other security interest in the Premises.

If Tenant shall fail to execute, acknowledge and deliver any such statement in writing to Landlord within said ten (10) day period, the foregoing shall be considered a default under this Lease, and Tenant hereby appoints Landlord, its successors and assigns, the irrevocable attorney-in-fact of Tenant to execute and deliver any and all such documents for and on behalf of Tenant after the expiration of said ten (10) day period.

24. Assignment or Sublease by Tenant. This Lease and Tenant's rights hereunder are not assignable by either the act or deed of Tenant or by operation of law without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any assignment or sublease by Tenant of this Lease or the Premises without obtaining said prior written consent of Landlord shall be null and void ab initio, and shall, at the option of the Landlord, constitute an immediate default under the terms of this Lease.

25. Quiet and Peaceful Enjoyment. Subject to the rights of Landlord provided herein (expressly including Sections 27 and 28), Landlord covenants that Tenant is entitled to the quiet and peaceful enjoyment and use of the Premises during the Term of the Lease, so long as Tenant shall faithfully keep and perform all covenants, promises and agreements of this Lease.

26. Indemnification by Tenant. Tenant agrees to and does hereby release, defend, indemnify and hold Landlord (including Landlord's appointed officials, employees, consultants, and agents) harmless from and against any and all suits, claims, actions, liability, or demands of all persons whomsoever for damages, fines, penalties, and the cost and expenses, including reasonable attorneys' fees for the defense thereof, arising from or out of (be it directly or indirectly): (1) the conduct or management of the business conducted by Tenant in the Premises; (2) any default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease; (3) any act or negligence of Tenant or any agent, contractor, servant, guest, invitee, or employee of Tenant in or about the Premises; and (4) any liability from any person on account of any damage to person or property arising out of any use, misuse, abuse, neglect, or failure to exercise due care in or about the Premises, including without limitation Tenant's failure to keep said Premises in a safe condition. In case any action or proceeding is brought against Landlord or Landlord's appointed officials, officers, employees, consultants, or agents by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence and willful misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises. This defense and indemnity agreement shall continue in full force and effect after expiration or earlier termination of this Lease.

27. Existing and Future Authority Plans. In order to accommodate the Authority's existing and future plans in connection with or otherwise relating to the widening, construction, modification, alteration, maintenance, operation, repair, replacement, inspection and use of State Road 408, Florida Department of Transportation's ("FDOT") I-4/SR 408 existing and future interchange project, and other Authority facilities, and as a material inducement for the Authority to enter into this Lease, Tenant expressly acknowledges and agrees to the rights, conditions and covenants provided for herein, including, without limitation, Sections 27 and 28, for the benefit of the Authority and Authority's agents, successors, assigns, contractors, subcontractors, independent contractors, licensees, permittees, lessees and employees (including, without limitation, other governmental entities such as FDOT).

In connection with the exercise of the foregoing rights by Authority and Authority's agents, successors, assigns, contractors and employees, and as part of the consideration for Authority entering into this Agreement, the Tenant, except as to property damage and casualty, waives and releases Authority from any and all claims, damages, losses, actions, liabilities, injury or expense of whatever kind or nature including severance damages, inconvenience to Tenant's business, loss of occupancy or quiet enjoyment of the Premises, loss of access, business damages and loss of functionality, resulting from, caused by, arising from or in any way associated with Authority's and Authority's agent's, successor's, assign's, contractor's and employee's actions and exercise of the rights provided for in this Lease.

Tenant acknowledges and agrees Tenant has reviewed those certain Preliminary Concept Plans prepared by URS and identified as OOCEA Project No. 242484-4-52-01, OOCEA Contract No. 000723, State Road 408 Bridge Widening Over OOCEA Building ("Preliminary Plans"), which Preliminary Plans and amendments thereto are incorporated herein by reference, and Tenant understands and agrees that during the Term, the Authority shall begin construction of or will be in the process of constructing several piers and other improvements on, under and over the Premises as identified in the Preliminary Plans or amendments thereto ("Authority's Initial Construction"), several of which will directly impact the existing Building by either being located wholly or partially within the boundaries of the existing Building. Consequently, Tenant acknowledges and agrees that during the Authority's Initial Construction or such similar construction, Tenant may be required or advised, in the interest of safety, to vacate all or portions of the Premises during certain periods of time during the installation, construction, maintenance, repair, replacement of the Authority facilities and that such activities, by their nature, will result in noise, vibrations and other disruptions. To the extent such request to vacate occurs after June 15, 2011, then, except in emergencies, Authority shall provide at least thirty (30) days prior notice to Tenant and (i) Base Rent shall be abated on a pro-rata basis for such portion of the Premises requested to be vacated during such time as the request to vacate remains in effect, (ii) Authority shall use reasonable efforts to perform work on weekends, evenings or Tenant's non-business hours to minimize interference with Tenant's business, and (iii) Tenant shall not be required to vacate the Premises for more than one business day per week or three business days per months.

In the event that the Authority's Initial Construction is not substantially completed on or before May 1, 2011, then Landlord shall be responsible for the amount of holdover rent that the Tenant incurs above and beyond Tenant's base rental rate to remain at the Tenant's current premises (100 West Gore Street, Orlando, Florida) from May 1, 2011 until Authority's Initial Construction is substantially complete, said amount being seven thousand seven hundred twenty-five and 00/100 dollars (\$7,725.00) per month and Tenant shall be entitled to one additional day of Base Rent waiver for each day beyond May 1, 2011 until Authority's Initial Construction is substantially complete.

Further, it is understood and agreed by Tenant that during the Term, OOCEA, FDOT, and/or other governmental entities may also construct one or more piers and other improvements on, under and over the Premises; however, such construction (not including the Authority's Initial Construction) by OOCEA and FDOT, without representation or guarantee, is not expected to be within the boundaries of the existing Building. However, prior to Authority engaging in any substantial construction activities on the Premises after the Authority's Initial Construction (excluding any routine maintenance, inspection, or emergency repairs), Authority shall be required to provide to Tenant at least three hundred sixty day advance written notice. Upon receipt of such notice from Authority, Tenant shall have sixty (60) days in which to provide written notice to Landlord of Tenant's intention to terminate this Lease upon such day as desired by Tenant, provided such date is at thirty (30) days or more prior to the date the Authority intends to commence substantial construction activities on the Premises as specified in Landlord's notice. In connection with such construction by the Authority, in the event Tenant does not elect to terminate the Lease, Authority will instruct and require the contractor undertaking such construction to declare Tenant as an additional insured on contractor's insurance policy.

Additionally, notwithstanding anything herein to the contrary, Tenant acknowledges and agrees that as of the Effective Date of this Lease there exists on, over, and under the Property and the Premises existing structures, improvements and facilities (including, without limitation, piers, pilings, columns, abutments, decking, signage, roads, drainage pipes and drainage facilities, camera poles, closed circuit television cameras, electrical lines, utilities, wires, conduit, fiber optic lines, lighting, equipment, appurtenances to the foregoing and similar structures, improvements and facilities), utilized by the Authority in connection with its operation of State Road 408 (the "Facilities"). The term Facilities shall also include the construction or installation of similar structures, improvements and facilities after the Effective Date of this Lease. Tenant further acknowledges and agrees that nothing in this Lease shall permit the removal or disturbance of the Facilities by Tenant nor prohibit Authority from installing or constructing new structures, improvements and facilities within the Premises associated with State Road 408 or the Facilities. Tenant acknowledges and agrees that this Lease is subject to and subordinate to the Authority's right to use, maintain, operate, repair, replace and inspect such Facilities and Authority's operation of State Road 408 and that neither the Facilities nor the use, construction, installation, maintenance, operation, repair, replacement or inspection of the Facilities or State

Road 408 serve as a basis for any suit, default, claim or action by Tenant. Further, such rights as granted or reserved herein for Authority, shall include the right to utilize the Premises in any manner that the Authority, in its sole discretion, desires for the current and future operation, maintenance, modification, inspection, or expansion of its or any other governmental entities' transportation system that is could so exercise prior to the entry of this Lease (or any sale, in the event the Purchase Option is exercised), regardless of the affect on the Premises and any structures located thereon.

28. Landlord's Right of Entry/Construction. Landlord, in person or by its agent, shall have the right to inspect the Premises during Tenant's business hours to determine compliance with this Lease, to submit said Premises to prospective lenders, purchasers or tenants, or at any other time to maintain said Premises and protect said Premises against damage eminent by reason of any threatened peril. Landlord shall not, in the event of entry to prevent damage under an emergency, be liable for any damage or loss to Tenant's property.

Further, as a material inducement for Landlord to enter into this Lease, Landlord and Tenant agree that Landlord and Landlord's agents, successors, assigns, contractors, , subcontractors, independent contractors, licensees, permittees, lessees and employees (including, without limitation, other governmental entities such as the Florida Department of Transportation ("FDOT")) shall, at any and all times, have the right to enter upon the Premises and to take such actions as may be necessary and desirable, in Landlord's sole and absolute discretion, for purposes of Landlord's existing and future plans in connection with or otherwise relating to the widening, construction, maintenance, modification, alteration, operation, replacement and use of State Road 408, FDOT's I-4/SR 408 existing and future interchange project, and other Landlord facilities, including, without limitation, access to all portions of the Premises, including, without limitation, on, over, under and through the Land and in, on, over, under and through the Building and the right to, without limitation: (1) install, inspect, construct, maintain, modify, repair, operate, and replace pilings, columns, piers, abutments, decking, signage, appurtenances, landscaping, utilities, drainage, and/or similar structures necessary or convenient to support, operate and/or maintain the existing or future improvements of SR 408, FDOT's I-4/SR 408 interchange project and any other transportation system appurtenant structures (now or in the future), and such other improvements (including without limitation, camera poles, closed circuit television camera, wires, conduits, drainage pipes, fiber optic lines, electrical lines, utilities, tolling infrastructure, any and all utilities (including, electrical, water and sewer), intelligent transportation infrastructure facilities and all support structures and utilities appurtenant thereto, and lighting) as determined necessary or convenient by the Landlord in its sole discretion pertaining to the existing or future improvements of SR 408; (2) maintain, widen, operate, modify, repair, replace and inspect State Road 408, FDOT's I-4/SR 408 interchange project, and appurtenances thereto; (3) drainage and the construction, installation, operation, repair, replacement and maintenance of drainage facilities and appurtenances thereto; (4) stage materials and equipment in connection with any work performed on State Road 408, FDOT's I-4/SR 408 interchange project, or any Facilities and structures located on, over, and under the Premises; and

(5) such incidental rights as may be necessary or desired by the Landlord in connection with Landlord's existing and future expressways, facilities and appurtenances thereto.

In exercising the rights provided for in this Section 28 as it pertains to the construction of new improvements (but specifically excluding maintenance, repair and inspection), Landlord agrees, to the extent commercially reasonable, to: (1) allow the Tenant the opportunity to review plans as to such alterations, removal, repairs or retrofit of the Building and provide non-binding comments thereto in an effort to cost-effectively minimize the extent to which the exercise of Landlord's rights may impact the Premises and the improvements thereon; provided, however and notwithstanding the foregoing, Landlord shall retain sole and absolute discretion as to the location, installation, construction and replacement of the improvements and all such alteration, removal, repair and retrofit decisions; and (2) use reasonable efforts to minimize interference with Tenant's business on the Premises when exercising the rights provided in this Lease.

Additionally, in the event that during the exercise of the rights under this Section 28, Landlord requires or otherwise occupies more than two (2) parking spaces for more than four (4) consecutive hours during Tenant's established business hours, then Landlord, at Landlord's sole cost, shall provide, during such periods of time as Landlord is occupying more than two (2) parking spaces for more than four (4) consecutive hours, alternative parking spaces for each parking space utilized on the Premises by Landlord in connection with the maintenance, operation, repair, use, replacement and inspection of the Landlord improvements, structures, Facilities, and any and all existing and future improvements associated therewith, in, over, under and through the Property. Such acceptable alternative parking shall include the City of Orlando parking deck, and may also include parking at another nearby parking lot, garage or other proximate off-site parking.

29. Signs. Tenant may, at Tenant's own risk and expense, erect or place in a lawful manner upon the Premises signs concerning its business. The location, size, design, and method of attachment of such signs shall be subject to Landlord's prior written consent at its sole discretion. Tenant shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the Premises by the erection, existence, maintenance, or removal of such signs. Tenant shall defend and indemnify Landlord against any suits, loss, costs or damages resulting from the erection, maintenance, existence, or removal of such signs. This indemnity agreement shall continue in full force and effect after expiration or earlier termination of this Lease. At the end of the Term, at the option of Landlord, Tenant shall remove the signs at its expense, failing which Landlord may remove the signs and Tenant shall immediately reimburse Landlord for any costs incurred by Landlord in such removal.

30. Hazardous Waste and Chemicals. Except as it relates to medical waste generated by the Tenant's business (which Tenant agrees will be handled in accordance with customary practices and procedures and applicable laws) Tenant covenants that Tenant will not, under any circumstances, generate, use, handle, store or permit the discharge or release of hazardous waste materials on the Premises. Tenant agrees to indemnify, hold harmless and defend (with counsel

reasonably acceptable to the Landlord) the Landlord from and against all claims, demands, suits, losses, damages (including all foreseeable and unforeseeable consequential damages), punitive damages, assessments, clean up expenses, repairs, loss of use of property, fines, penalties, costs and other expenses (including attorneys' fees and other court costs) brought on behalf of any person or entity arising from the use, storage, discharge or disposal of any hazardous waste materials, including, without limitation, chemicals, pollutants, pesticides, petroleum products, batteries (including waste material) and other substances (cumulatively, the "materials") used, generated, stored or brought onto the Premises by Tenant, its officers, directors, invitees, guests, agents, employees, independent contractors or contractors, and their successors and assigns, which materials, or their use, discharge, storage or disposal, are regulated under any local, state or federal law. The term "hazardous waste materials" includes all chemicals, substances, and materials which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted, from time to time, by any state, federal or local agency. This Paragraph shall continue in full force and effect after expiration or earlier termination of this Lease.

31. Notices. All notices and other communications required or permitted to be given under this Lease shall be in writing. Each notice shall be sent by United States certified mail, return receipt requested, or shall be hand delivered to the party to be notified, with copies directed as provided hereinbelow, to the addresses set forth hereinbelow or such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

(a) Landlord:

Orlando-Orange County Expressway Authority
Attention: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

with copy to:

Winderweedle, Haines, Ward & Woodman, P.A.
Attention: Lionel E. Rubio, Esq.
329 Park Avenue North, Second Floor
P.O. Box 880
Winter Park, Florida 32790

(b) Tenant:

Women's Care Florida, LLC d/b/a Delaney OB/GYN
Attention: Ignacio Armas, M.D.
525 South Magnolia Avenue
Orlando, Florida 32801

with copy to:

Pohl & Short, P.A.
Attention: Mark Grimes
280 West Canton Avenue, Suite 410
Winter Park, Florida 32790

Each notice shall be deemed to have been given at the time it shall be hand delivered or deposited in the United States mail in the manner prescribed herein. Changes of address shall be effective when provided in writing to all parties receiving notices hereunder.

32. Limitation of Landlord's Liability. Landlord's obligations hereunder shall be binding upon Landlord only for the period of time that Landlord is in ownership of the Property; and, upon termination of that ownership, Tenant, except as to any obligations which have then matured, shall look solely to Landlord's successor in interest in the Property for satisfaction of each and every obligation of Landlord hereunder.

33. Tenant's Representations. Tenant, in order to induce Landlord to enter into this Lease, hereby represents:

(a) That Tenant is a limited liability corporation organized and existing under the laws of the State of Florida.

(b) That Tenant has full power and authority to conduct its business as presently conducted and to enter into this Lease. That this Lease has been duly authorized, executed and delivered by Tenant and constitutes a legal and binding obligation of Tenant.

(c) That the execution, delivery and performance of this Lease will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, bank loan, credit agreement, deed of trust, instrument, document, agreement or contract of any kind or nature to which Tenant is a party or by which Tenant may be bound.

(d) That, to the best of Tenant's knowledge, no litigation or proceedings (or threatened litigation or proceeding or basis therefor) exists which could materially and adversely affect the ability of Tenant to perform its obligations under this Lease or which would constitute a default on the part of Tenant under this Lease, or which would constitute such a default with the giving of notice or lapse of time, or both.

34. Security Deposit. Prior to the execution and delivery of this Lease by the parties, Tenant shall deliver to Landlord a cash security deposit in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00), which cash security deposit is a material consideration for Landlord

entering into this Lease. Said security deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of Rent, Landlord may (but shall not be required to) apply or retain all or any part of the security deposit for the payment of same or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said security deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such security deposit. If Tenant is not then in default and has fully and faithfully performed every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last permitted assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said security deposit to Landlord's successor in interest.

35. Sovereign Immunity. Nothing contained in this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by the Landlord of its sovereign immunity under the Constitution and laws of the State of Florida.

36. HIPPA. Landlord agrees that, to the extent Landlord has access to the Premises during the term of this Lease Agreement, Landlord has no need for access to or use of Protected Health Information ("PHI") (as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and regulations enacted thereunder by the U.S. Department of Health and Human Services. After Authority's Initial Construction, except in emergencies, Landlord shall notify Tenant prior to entry into the Building and shall be accompanied by a Tenant representative (which Tenant shall provide at no cost to the Landlord) while within the Building.

37. Miscellaneous.

(a) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent assignment may be approved by Landlord hereunder, Tenant's assigns.

(b) Cumulative Remedies. All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

(c) Prior Agreements. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings between them concerning the same. This Lease may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto. This Lease shall not be effective or binding on any party until fully executed by both parties herein.

(d) Tenant Corporate Authority. Tenant warrants that all consents or approvals required of third parties (including but not limited to its members and officers) for the execution, delivery and performance of this Lease have been obtained and that Tenant has the right and authority to enter into and perform its covenants contained in this Lease.

(e) Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the extent permitted by law.

(f) Captions/Construction. The captions at the beginning of the several paragraphs of this Lease are for convenience of reference only. They shall be ignored in construing this Lease. The pronouns of any gender shall include the other gender, and the singular shall include the plural and the plural shall include the singular. The terms and provisions of this Lease shall not be construed against or in favor of either party hereto merely because such party is "Landlord" or "Tenant" hereunder or such party or its counsel drafted the Lease.

(g) Counterparts. This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute one and the same instrument. To facilitate execution of this Lease, the parties hereto may execute and exchange by telephone facsimile (fax) counterparts of the signature pages.

(h) Recording. Neither this Lease nor any memorandum thereof (except as otherwise specifically provided for in Section 16 hereinabove) shall be recorded in any public records.

(i) Choice of Law/Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any action brought hereunder shall lie in the county in which the Premises are located.

(j) Time. Time is of the essence of each and every provision of this Lease.

(k) Relationship of the Parties. This Lease is not intended nor shall be construed to create a partnership or joint venture between Landlord and Tenant, or to create a

principal/agent relationship between them, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or anyone else.

(l) Waiver. No mention in this Lease of any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law in equity, and the failure of Landlord to insist in any one or more instances upon strict performance of any covenant of this Lease or as to the exercise of any option or right herein contained shall not be construed as a waiver or relinquishment for the failure of such covenant, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by Landlord.

(m) Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

(n) Brokers. Landlord has not dealt with any other agent, broker or finder in regard to this Lease other than First Capital Property Group, Inc. ("Landlord's Broker") and Colliers Arnold Real Estate Services ("Tenant's Broker") (collectively, Landlord's Broker and Tenant's Broker are hereinafter known as the "Brokers"). Tenant hereby represents and warrants to Landlord that, except for the Brokers, Tenant has not dealt with any other agent, broker or finder in regard to this Lease. Tenant hereby indemnifies Landlord and agrees to protect, defend, and hold Landlord free and harmless from and against any and all claims, actions, causes of action, liability, loss, cost, damage and expense, including but not limited to, attorneys' fees and costs of litigation (whether or not any action is actually commenced, and whether incurred before, during or after trial, or upon any appellate level), which Landlord shall ever suffer or incur because of any claim by any agent, broker or finder (other than the Brokers) engaged by Tenant, or with whom Tenant has dealt, and whether or not meritorious, for any fee, commission or other compensation with respect to this Lease. This indemnity agreement shall continue in full force and effect after expiration or earlier termination of this Lease. Within thirty (30) days after the Commencement Date, Landlord agrees to pay a brokerage commission in the amount of fifty-three thousand three hundred twenty-six and 98/100 dollars (\$53,326.98) to the Landlord's Broker and a brokerage commission in the amount of one hundred six thousand six hundred fifty-three and 97/100 dollars (\$106,653.97) to the Tenant's Broker.

(o) Attorneys' Fees. In the event of any default on the part of either party to this Lease and the necessity to initiate court action for the enforcement of any right hereunder, then in such event, the prevailing party in such action shall be entitled to recover all reasonable costs and expenses of such action, including reasonable attorneys' fees, whether incurred before or during trial, appeal, bankruptcy, mediation or arbitration.

(p) Exhibits and Riders. Exhibits, riders and addendums, if any, affixed to this Lease are a part hereof.



(q) Subordination, Attornment. Tenant covenants and agrees that this Lease and the Tenant's rights hereunder shall be and is hereby made subject to and subordinate to all existing mortgages, deeds of trust, security interests and other rights of the Landlord's creditors secured by the Premises, as well as any such mortgages, deeds of trust, security interest and other rights of Landlord's creditors which may hereafter be created. The provisions of this paragraph shall be self-operative, but the Tenant covenants and agrees that it will, upon request of the Landlord, in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. Tenant must be properly notified in writing upon commencement of such action or proceeding.


(r) Waiver Of Jury Trial. In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim which may be brought by either party against the other and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

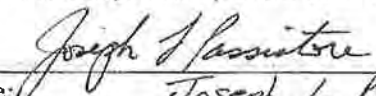
WITNESSES:


Print Name: Laura Kelley

Print Name: Darleen Mazzillo

ATTEST:

Darleen Mazzillo, Executive Secretary

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF
THE ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY ONLY

~~Winderweede, Haines, Ward & Woodman, P.A., Counsel.~~

By: 
Name: Joseph L. Passiature
Date: November 18, 2010

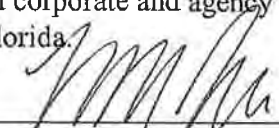
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of Nov., 2010, by Michael Snyder, as Executive Director of the Orlando-Orange County Expressway Authority, on behalf of said authority, and who is personally known to me or who has produced _____ as identification.

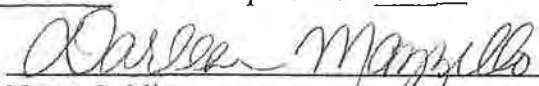


"LANDLORD"

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**, a body
politic and corporate and agency of the
State of Florida.

By: 
Michael Snyder, Executive Director

Date: 11/18/10


Notary Public
Darleen Mazzillo
(Print Name)

Notary Public, State of Florida
Commission No. DD 855412

WITNESSES:

[Signature]
Witness: Rimondy Dufley
Angele Walten
Witness: Angele Walten

"TENANT"

**WOMEN'S CARE FLORIDA d/b/a
DELANEY OB/GYN**, a Florida limited
liability corporation

By: [Signature]
Name: Ignacio Armas, M.D.
Title: Managing Member/President
Date: 10/14/2010

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of October
2010, by Ignacio Armas, MD, as President of
Women's Care Florida, a Florida LLC corporation, on behalf of said
corporation, and who is personally known to me or has produced personally known as
identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature
Denise Wenger
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: DD 847546
My Commission Expires: 12/23/12

JOINDER BY BROKER

The undersigned Broker joins in the execution of this Agreement for the purpose of signifying its agreement to the provisions of Section 37(n) the foregoing Lease Agreement. The provisions of Section 37(n) the foregoing Lease Agreement correctly set forth the terms of the understandings and agreements with respect to the right of the undersigned to any brokerage commission or finder's fee arising out of or stemming from, directly or indirectly, the execution of this Lease Agreement or the lease of the Premises by Landlord to Tenant or any assignee of Tenant. There are no other understandings or agreements (written or oral) concerning any fee or commission due to the Broker, or anyone claiming by, through or under the Broker, in connection with the lease of the Property by Landlord to Tenant, or any assignee of Tenant, except those set forth in Section 37(n) the foregoing Lease Agreement, and Section 37(n) the foregoing Lease Agreement supersedes any other written or oral agreements with respect to any finder's fees or brokerage commissions arising out of or stemming from the transaction provided for in the foregoing Lease Agreement.

Signed, sealed and delivered
in the presence of:

Executed by Broker on the 15 day of
October, 2010

FIRST CAPITAL PROPERTY GROUP,
INC., a Florida corporation

By: 
Charles J. Mitchell, Jr., President


Witness: Trent Scott


Witness: AMANDA YOUNG

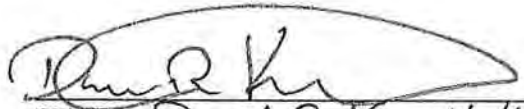
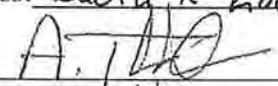
JOINDER BY BROKER

The undersigned Broker joins in the execution of this Agreement for the purpose of signifying its agreement to the provisions of Section 37(n) the foregoing Lease Agreement. The provisions of Section 37(n) the foregoing Lease Agreement correctly set forth the terms of the understandings and agreements with respect to the right of the undersigned to any brokerage commission or finder's fee arising out of or stemming from, directly or indirectly, the execution of this Lease Agreement or the lease of the Premises by Landlord to Tenant or any assignee of Tenant. There are no other understandings or agreements (written or oral) concerning any fee or commission due to the Broker, or anyone claiming by, through or under the Broker, in connection with the lease of the Property by Landlord to Tenant, or any assignee of Tenant, except those set forth in Section 37(n) the foregoing Lease Agreement, and Section 37(n) the foregoing Lease Agreement supersedes any other written or oral agreements with respect to any finder's fees or brokerage commissions arising out of or stemming from the transaction provided for in the foregoing Lease Agreement.

**Signed, sealed and delivered
in the presence of:**

Executed by Broker on the 15th day of
October, 2010

**COLLIERS INTERNATIONAL
CENTRAL FLORIDA, LLC, a Florida
limited liability company**


Witness: David R. Kunkel

Witness: Todd Davis


By: 
Name: M. L. Sullivan
Title: Managing Director

EXHIBIT "A"

Legal Description Of Land

LOT 1, ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY OFFICE SITE
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 101
OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

10-12-10

EXHIBIT "B"

Legal Description Of The Premises

LOT 1, ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY OFFICE SITE
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 101
OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT:

The air space described as follows: The perimeter boundaries of the above-described property projected vertically to intersect with the lower boundary of a plane at an elevation of ten (10) feet below the bottom of the existing bridge beams of State Road 408 (Orlando East-West Expressway), as depicted on those certain final plans approved by the Chairman of the Orlando-Orange County Expressway Authority on March 7, 1972 and kept on file in the offices of the Orlando-Orange County Expressway Authority (and incorporated herein by this reference), and continuing upward.

10-12-10

EXHIBIT "C"

1. That certain Use Agreement dated April 27, 1992 by and between the City of Orlando, the Orlando-Orange County Expressway Authority, and the Junior League of Orlando/Winter Park, Inc.
2. City of Orlando Downtown Development or Regional Impact Development Order recorded January 8, 1992 in Book 4362, Page 3368; Notice of Recordation of Omitted Exhibit from City of Orlando Downtown Development of Regional Impact Development Order recorded November 19, 1996 in Book 5157, Page 1002; First Amendment recorded November 22, 1994 in Book 4823, Page 1341; and Second Amendment recorded October 24, 2000 in Book 6114, Page 4473 (all in the Public Records of Orange County, Florida).
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Orlando-Orange County Expressway Authority Office Site, as recorded in Plat Book 36, Page(s) 101, Public Records of Orange County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Agreement by and between Della Phillips and Orlando Utilities Commission recorded March 6, 1963 in Book 1170, Page 396; and Subordination of Easement recorded May 3, 1972 in Book 2216, Page 823 (all in the Public Records of Orange County, Florida).
5. Lease Purchase Agreement by and between the Authority and the Florida Department of Transportation, as supplemented and amended.
6. Amended and Restated Master Bond Resolution of the Authority.
7. Orlando-Orange County Expressway Authority Property Acquisition & Disposition Procedures Manual
8. Any and all matters of record.
9. Such matters as may be disclosed by an inspection or survey.
10. All zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof.
11. All such rights of Landlord as set forth in the Lease to which this exhibit is a part of.

EXHIBIT "D"
Schedule of Tenant Improvements

10-12-10



September 27, 2010

Denise Wenger
DELANEY OB/GYN
100 West gore Street, Suite 102
Orlando, FL 32806

RE: **Delaney Building Interior Build Out**
525 S Magnolia Street
Orlando FL

Dear Denise:

We respectfully propose the following cost breakdown proposal for the above referenced project.

<u>DESCRIPTION</u>	<u>AMOUNT</u>
General Conditions	38,801.00
Permit	4,175.00
Concrete Cutting	10,175.00
Demolition	32,851.00
Concrete	7,564.00
Masonry	7,125.00
Structural Steel	18,231.00
Cabinetry	46,890.00
Rough Carpentry	3,175.00
Aluminum Storefront & Glass	1,825.00
Doors, Frames, Hardware	19,507.00
Acoustical Ceiling	17,586.00
Drywall	43,723.00
Flooring	37,635.00
Painting	16,175.00
Fire Extinguishers	1,160.00
Toilet Accessories	2,260.00
Window Blinds	1,870.00
Fire Sprinklers	11,543.00
HVAC	22,750.00
Plumbing	38,640.00
Electrical	74,548.00
Fire Alarm	17,470.00

Andrew General Contractors, Inc.
2301 Mercator Drive
Orlando, FL 32807
Phone 407-681-7070

SUB TOTAL	\$475,679.00
OHP 10%	\$47,568.00
TOTAL AMOUNT	\$523,247.00

Clarifications:

- Budgetary pricing is based on per the Preliminary Space Analysis PSA-6 no date as prepared by Interkinetics Interior Design and our site visit to the existing building located at 525 S. Magnolia Street, Orlando, FL.
- Provide selective demo of doors, door frames, ceiling tile, HVAC diffusers, plumbing, electrical and fire alarm devices as needed.
- Demo walls, ceilings, millwork and electrical as needed for the new layout.
- Saw cut the existing interior CMU walls and concrete slabs for the new walls and sanitary lines for the new sink and bathroom locations.
- Form and place concrete footings for the tube steel columns and infill the plumbing trenches with 3000 PSI concrete .
- Rework the CMU for the new interior openings in the existing CMU and brick for one window opening at the exterior.
- Provide structural steel support for the removed section of CMU walls.
- Erect new metal stud framing to accommodate the new layout. New walls to include R-11 insulation, 5/8" gypsum wall board with a level 4 finish. Patch existing walls affected by demolition as needed.
- Install wood blocking for new millwork, toilet accessories and MEP equipment.
- Reuse existing doors, frames and hardware and furnish and install new doors, frames and hardware to accommodated new layout.
- 1. Install one fixed aluminum storefront glass widow at doctors office near IT room.
- 2. Install laminated cabinets, counter tops and shelving.
- 3. Install new acoustical grid system and reuse existing tile where possible. Existing grid system to remain at the existing break room, pantry, staff vestibule, two offices next to existing bathroom and office mangers and closet behind reception.
- 4. We have included a \$16.00 per SY(labor and materials) allowance for carpet in common area corridors and offices. We have included an allowance to install porcelain tile and base at \$7.00 SF (labor and materials) in the entry, waiting, overflow waiting and both bathrooms near the waiting area. Furnish and install VCT in the two bathrooms near the lab, lab, exam rooms, ultrasound, closets and IT room. We have included sheet vinyl with welded seams for the procedure room. Furnish and install 4" vinyl cove base throughout except at porcelain tile areas.
- 5. Paint door frames, finish door to match existing, walls and entry ceiling.
- 5. Furnish and install new ADA toilet accessories for the new bathrooms.
- 7. Relocate existing fire extinguishes cabinets and provide new fire extinguishers per code.
- 3. An allowance of \$935.00 has been included to repair or replace existing window blinds and install one new blind for the doctors office.
- 2. Adjust sprinkler heads to accommodate new layout.
- 2. Provide new sanitary lines, water feeds, venting, for new sinks, ADA bathrooms, water heater with recirculator pump, one ADA water fountain per plan.
- 1. Provide labor, materials and equipment to remove and salvage existing HVAC diffusers and tie into existing HVAC duct as needed, add flex to adjust location of reused supply HVAC diffusers to accommodated new layout. Provide four new exhaust fans for new bathrooms. Provide one new exhaust fan with thermostat for IT room and balance the existing system.
- 2. Provide labor, materials and equipment to demo electrical as needed and reuse existing lighting were possible. Provide data drops and outlets. Provide redundant ground wiring per code. Provide occupancy sensors for lighting. Provide electrical to accommodate new layout.
- 3. Adjust fire alarm to accommodate new layout.
- 4. Project duration is approximately 13 weeks after permit is approved.

Exclusions:

- Impact or utility fees.
- Review of a set of documents approved by the building department.
- Builders Risk Insurance or Payment Performance Bond.
- Architectural or MEP design fees.
- Hidden Conditions.
- Any demolition or replacement finishes in the adjacent unoccupied suite.
- Insulation above the ceiling grid. (Acoustical grid system is used as part of the return air plenum)
- Any provisions for x-ray equipment.
- Replacement of new entrance doors.
- 1. Any finishes for the break room, pantry, existing bathrooms and closet at bathroom. (Painting only)

1. Data, phone and security systems or low voltage wiring for any of these systems.
2. Service to existing AC systems or unit feeding the proposed suite.
3. Electrical meter separation for the two suites. (See Alternates Below)
4. Any work to the existing generator or its distribution coverage.

Alternates:

Provide labor and materials to refinish the existing reception desk, counter and cabinets: Add \$2,695.00
Provide one inline duct HEPA filtering system mounted in grid for procedure room. Add \$3,229.00
Remove and replace storefront for new entry system at tenant separation. Add \$3,173.00
Furnish and install two EMON demand meters at adjacent suite. Add \$5,445.00

Thank you for this opportunity. I look forward to working with you.

Respectfully,

ANDREW GENERAL CONTRACTORS, INC.

odd Andrew
resident

F. 2.

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

F. 3.



CFX's 2017-2022 Strategic Plan

Priority	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
Goal:	Strengthen the CFX brand	Integrated solutions to support commerce and quality of life	Recognized for excellence and a model for compliance	Pursue the highest standards of social and community responsibility	Applied to every aspect of CFX business: <i>excellence, innovation, service & teamwork</i>
Strategies: <i>Approaches to Achieve Goal</i>	<ul style="list-style-type: none"> Provide a high quality customer service experience Increase awareness of CFX benefits to existing and new customers Expand distribution & customer payment options 	<ul style="list-style-type: none"> Explore new markets –plan to incorporate various modes of transportation (multimodal) Leverage technologies for an efficient, reliable, safe system Create new customer value 	<ul style="list-style-type: none"> Manage financial resources with the highest standards of excellence, transparency and accountability Maximize the investment of all revenues 	<ul style="list-style-type: none"> Identify new opportunities to apply expertise on community issues Increase education about safe driving Support regional transportation and local government partners 	<ul style="list-style-type: none"> Talent awareness of successes, best practices, and performance Employee communications Optimize human resource processes Retain and hire top talent
Tactics: <i>Tools Used</i>	<ul style="list-style-type: none"> Leverage trainings, technologies, work stations, and best practices Develop a visibility & customer outreach plan Customer loyalty programs Mobile technologies 	<ul style="list-style-type: none"> 2040 Master Plan & Five-Year Work Plan Expand Information Technology Systems (ITS); Connected vehicle technologies Plan for non-toll revenue opps 	<ul style="list-style-type: none"> Debt/Service ratios Feasibility tests Auditing committee reviews; Compliance with external auditor reports Department and contract audits 	<ul style="list-style-type: none"> Proactive outreach Board placements and service opportunities Celebrate volunteerism Designated Texter (DT) Campaign Media strategy to highlight impact 	<ul style="list-style-type: none"> Employee recognition program Expand training programs Allocate resources for internal communication
Performance Measures	<ul style="list-style-type: none"> Exceed service metrics Exceed 90% in customer satisfaction Increase new accounts by 25% Pilot two new customer programs Launch mobile partnership 	<ul style="list-style-type: none"> Adopt 2040 Master Plan & Five-Year Work Plan Adopt multimodal policy Install WWD at 19 locations Increase participation in regional dialogue Two non-revenue opps defined 	<ul style="list-style-type: none"> Debt/Service ratios with industry standards Meet Florida Transportation Commission (FTC) reporting objectives Compliance with covenants Bond rating agency confidence 	<ul style="list-style-type: none"> Increase event participation Quarterly speaking invitations and stakeholder meetings Pilot volunteer STEM program with local schools Deliver DT campaign External surveys 	<ul style="list-style-type: none"> Annual service recognition Monthly team meetings Quarterly employee newsletters Launch wellness program Team trainings on effective project management

F. 4.



CONSTRUCTION UPDATE

Ben Dreiling, P.E., Director of Construction

— March 14, 2019 —

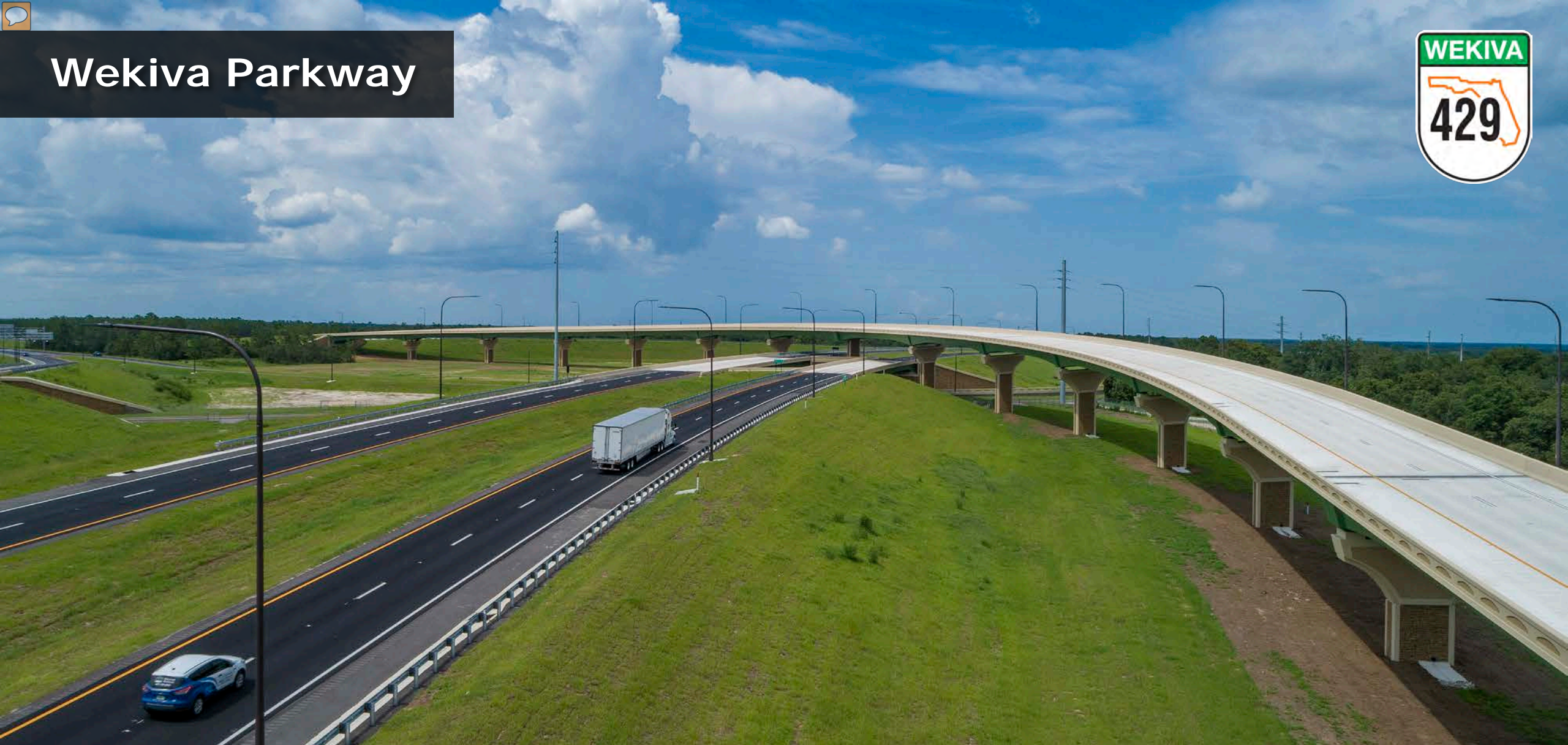
SR 528 / Innovation Way Interchange



Opened March 7, 2018

| **Cost:** \$62,320,816

Wekiva Parkway



Opened March 31, 2018

| **Cost:** \$275,790,883

SR 408 Widening, SR 417 to Alafaya Trail



720 days | Completion end of 2019 | **Est. Cost: \$77,300,261**

The Lane Construction Corp.





SR 408 / SR 417 Interchange Improvements, Phase II



810 days | Completion end of 2019 | **Est. Cost:** \$66,587,166

SEMA Construction, Inc.





SR 417 Widening Econlockhatchee to Seminole County line

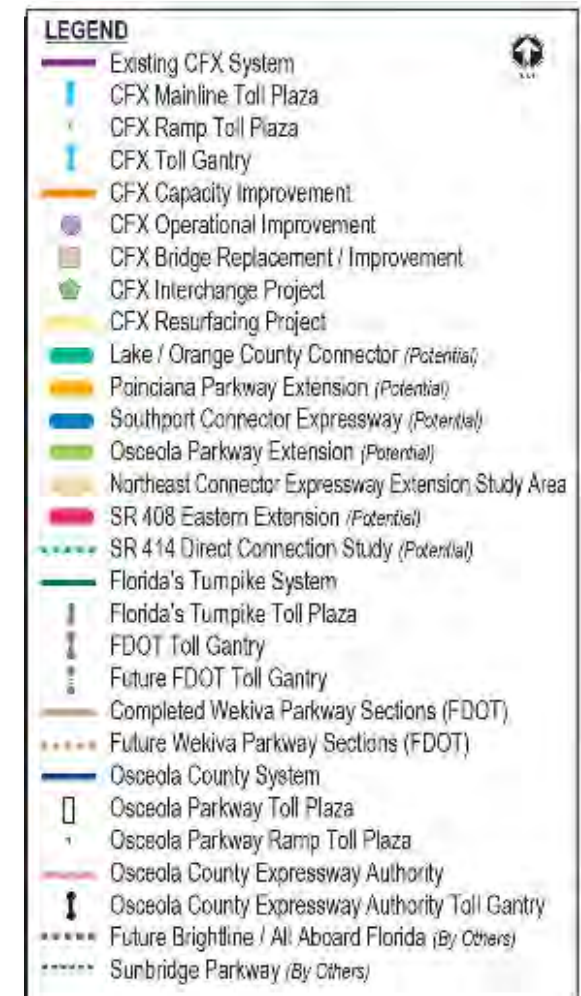
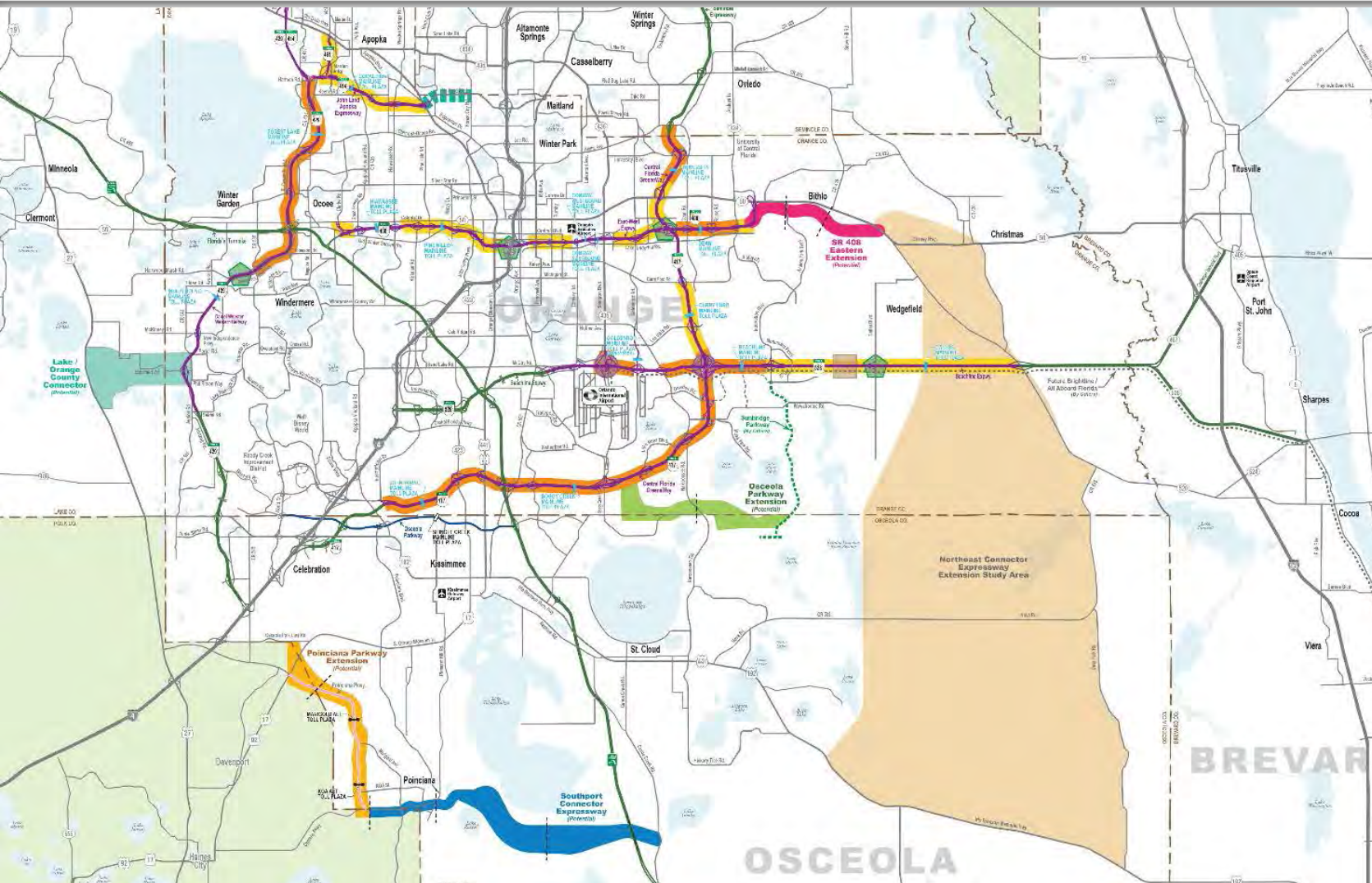


630 days | Completion summer of 2020 | **Est. Cost: \$44,810,996**

Hubbard Construction Company

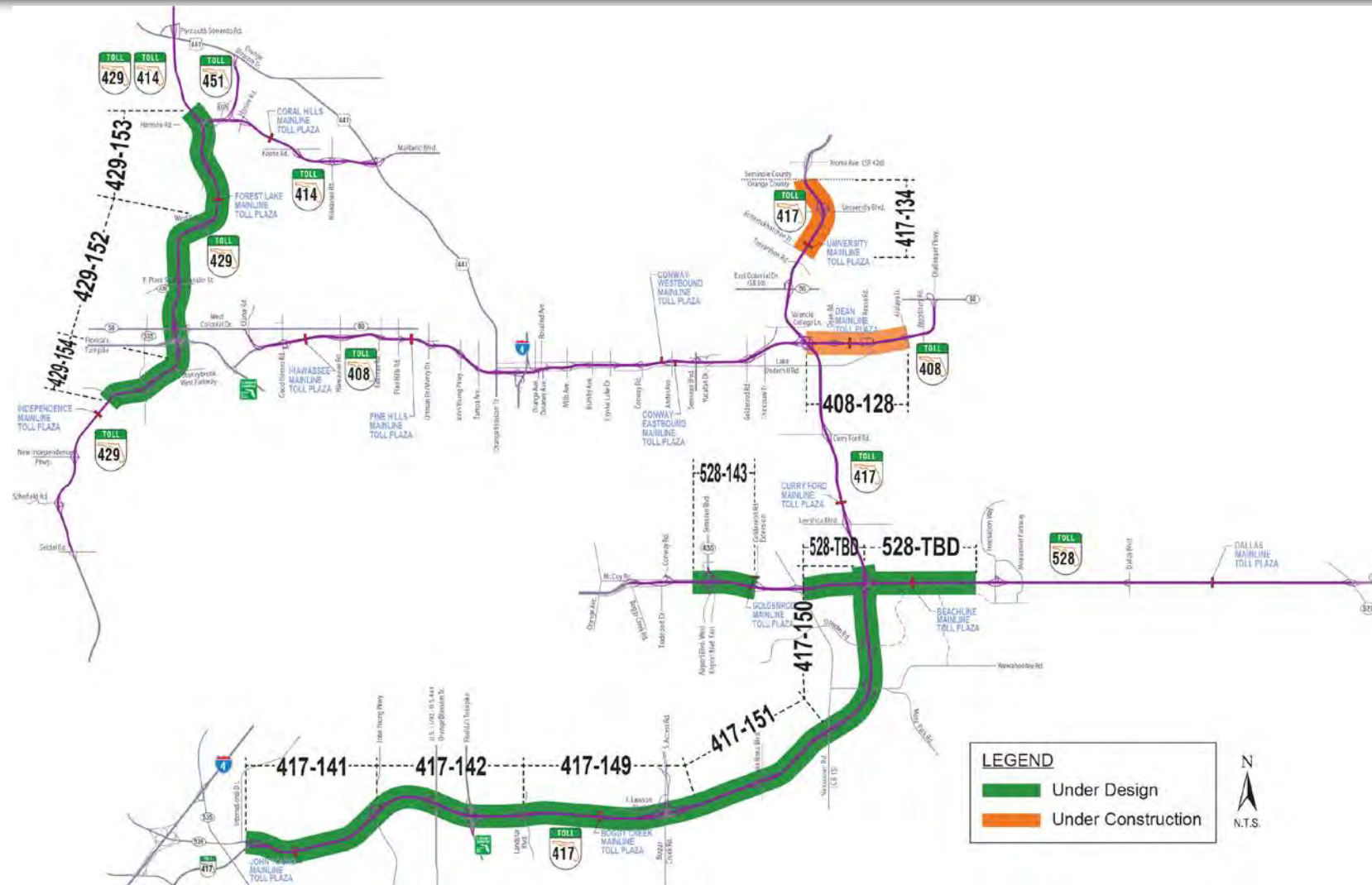


Major Projects Map FY 2019-2023 Work Plan





System Widening Projects – 5 Year Work Plan



An aerial photograph of a large-scale highway interchange under construction. The scene features multiple levels of concrete overpasses and support pillars. Several red tower cranes are positioned around the construction site. A multi-lane highway with traffic is visible in the foreground and middle ground. The surrounding area includes green grass, trees, and a distant city skyline under a clear blue sky. A semi-transparent dark banner is placed across the lower half of the image, containing the text "THANK YOU" in white, bold, sans-serif capital letters.

THANK YOU

F. 5.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

The logo is a white rectangle with orange horizontal bars at the top and bottom. The text is in a serif font, with 'EXPRESSWAY' in orange and the other words in black.

VISITOR TOLL PASS™ PILOT

COREY QUINN – CHIEF OF TECHNOLOGY/OPERATIONS

— MARCH 14, 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



- Three month (May 1, 2019) pilot project with the Greater Orlando Aviation Authority
- Operational 7 days a week: 9 a.m. to 12 a.m.
- Current primary partner: Virgin Holidays
- Open to any customer using a credit card traveling through Orlando International Airport and renting a car

VISITOR TOLL PASS™

SEE THE SIGHTS SKIP THE FEES

Start Reservation

Visitor Toll Pass™ makes toll travel throughout Florida easy – and saving money even easier. Visitor Toll Pass™ is a new automated toll payment solution for visitors to Central Florida renting a car from the Orlando International Airport (OIA). Use Visitor Toll Pass™, to **save as much as 80% compared to rental car toll programs**, plus an additional 23% on tolls.



How does it work?

Launching in May 2019, Visitor Toll Pass™ is the smart alternative to costly rental car toll programs. Use Visitor Toll Pass™ to pay tolls electronically while travelling on any toll road throughout Florida. Visitor Toll Pass™ is accepted at all electronic toll collection points, allowing you to travel nonstop without fumbling for cash. Plus, you will pay a reduced toll rate - with no additional fees or charges.

Reserve Visitor Toll Pass™ for FREE during the test program phase for travel to Florida any time between May - August 2019.

Step 1: Reserve Visitor Toll Pass™

Hit the ground running when you arrive in Florida. Reserve your pass online now for your next trip.

Step 2: Pick up Visitor Toll Pass™ at Orlando International Airport

Upon arrival, look for the Visitor Toll Pass™ counter on the rental car level of the airport.

Step 3: Explore and Enjoy

Use Visitor Toll Pass™ for nonstop toll travel throughout Florida. Simply hang the pass from your rearview mirror and GO! Use Visitor Toll Pass™ in all electronic and express lanes. **Works everywhere you see E-PASS, SunPass, or LeeWay.**

Step 4: Return Visitor Toll Pass™ at Orlando International Airport

Remove your pass from your rental car when you return and drop it in one of the Visitor Toll Pass™ return dropboxes or at the airport counter.

STEP 1

Reserve your Visitor Toll Pass™ online

Visitor Toll Pass

Reservation

Visitor Toll Pass™ is an automated toll payment solution for visitors to Central Florida renting a car from the Orlando International Airport. Pay the lowest toll rate and avoid extra fees. Visitor Toll Pass™ works on all toll roads in Florida.

Contact Information

★ Required field

Reason for Trip:
☐ Personal ☐ Business

First Name *:

Last Name *:

Address *:

Address 2:

City *:

Country *:

State *:

Postal Code/Zip Code *:

Email Address *:

Phone Number *:

Trip Information

★ Required field

Airline:

Flight Number:

Day Of Arrival *:

Time of Arrival *:

STEP 1

Reserve your
Visitor Toll
Pass™ online

Input contact, trip &
payment information



STEP 2

Pick up your
Visitor Toll Pass™
at Orlando
International
Airport



STEP 3

Hang your Visitor Toll Pass™ on the rearview mirror of the rental car prior to leaving the airport parking garage



STEP 3

An overhead device will scan your Visitor Toll Pass™ and capture your license plate upon exiting the airport parking garage





STEP 4

Explore & Enjoy! Use Visitor Toll Pass™ for nonstop toll travel throughout Florida



STEP 5

When returning, the overhead device will again scan your Visitor Toll Pass™ and capture your license plate upon re-entering the airport parking garage



STEP 5

Return your Visitor Toll Pass™ to one of the drop boxes located in the airport



You will then receive
a confirmation email
with your payment
summary within 3
business days

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 TM in express lanes for nonstop travel
- Customers receive timely invoice
- Electronic sign up & communication