AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 10, 2019
9:00 a.m.

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Florida Statute 286.0114 and Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

C. APPROVAL OF BOARD MEETING MINUTES (action Item)

1. August 8, 2019 Board Meeting
2. September 12, 2019 Board Meeting

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 LAKE / ORANGE COUNTY CONNECTOR PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY** - *Glenn Pressimone, Chief of Infrastructure & Will Sloup, Metric Engineering* (action item)

2. **APPROVAL OF POINCIANA PARKWAY EXTENSION PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY** – *Glenn Pressimone, Chief of Infrastructure & Clif Tate, Kimley-Horn & Associates* (action item)

(CONTINUED ON PAGE 2)

G. PUBLIC HEARING

1. **PAY BY PLATE RATE** – *Lisa Lumbard, Chief Financial Officer and Michelle Maikisch, Chief of Staff/Public Affairs Officer* (action item)

2. **PUBLIC COMMENT**

3. **BOARD ACTION**

4. **CLOSE PUBLIC HEARING**

F. REGULAR AGENDA (Continued)

3. **PAY BY PLATE PHONE APPLICATION –** *Jim Greer, Chief Technology and Operations Officer and Steve Dyson, Manager of Software Development* (info. item)

H. BOARD MEMBER COMMENT

I. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF BOARD MEETING MINUTES

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 8, 2019

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

DRAFT

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

Board Members Not Present:
Commissioner Betsy VanderLey, Orange County

Staff Present at Dais:
Laura Kelley, Executive Director
Mimi Lamaute, Recording Secretary

Non-Voting Advisor Not Present:
Paul Wai, Florida's Turnpike Enterprise

A. CALL TO ORDER

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

B. PUBLIC COMMENT

There were no public comments.

C. APPROVAL OF MINUTES

A motion was made by Mayor Demings and seconded by Ms. Herr to approve the June 13, 2019 Board Meeting Minutes as presented. The motion carried unanimously with nine (9) members present voting AYE by voice vote. Commissioner VanderLey was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
   a. Project 408-628 ION Electric, LLC $ 56,156.15
   b. Project 528-131 SEMA Construction, Inc. $ 27,585.20
   c. Project 408-128 The Lane Construction, Corp. $ 334,417.72
   d. Project 429-753 Atlantic Civil Constructors Corp. ($ 51,361.35)

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

3. Approval of Contract Award to McShea Contracting, LLC for Systemwide Retro-Reflective Pavement Marking, Project 599-736A, Contract No. 001566 (Agreement Value: $102,760.00)

ENGINEERING

4. Approval of Supplemental Agreement No. 2 with RS&H, Inc. for the Project Development & Environment Re-Evaluation Study of the Osceola Parkway Extension, Project 599-223, Contract No. 001250 (Agreement Value: not-to-exceed $138,051.04)

5. Approval of Supplemental Agreement No.1 with RS&H, Inc. for Additional Design Services for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project 417-142, Contract No. 001313 (Agreement Value: not-to-exceed $1,172,647.69)

DRAFT

6. Approval of Contract Award to Inwood Consulting Engineers, Inc. for Design Consulting Services for SR 417 Widening from Boggy Creek Road to Narcoossee Road, Project 417-151, Contract No. 001394 (Agreement Value: not-to-exceed $5,000,000.00)

7. Approval of Nadic Engineering Services, Inc. as a Subconsultant for the Design Consultant Services for SR 429 Widening from West Road to SR 414 Contract with Moffatt & Nichol, Inc., Project 429-153, Contract No. 001396

8. Approval of Final Ranking and Authorization for Fee Negotiations for Project Development and Environment Study for the Osceola Parkway Extension from Cyrils Drive to Nova Road (CR 532), Project 599-228, Contract No. 001546

FINANCE

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

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

HUMAN RESOURCES

11. General Counsel Recruitment Process

LEGAL

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

MAINTENANCE

13. Approval of Red Hawk Fire & Security, LLC and Lambert Holdings, Inc. d/b/a B&C Pest Solutions as Subcontractors for the Facilities Maintenance Services Contract with DBI Services/Infrastructure Corporation of America, Contract No. 001150

14. Approval of Arrive Alive Traffic Control, LLC as a Subcontractor for the Roadway and Bridge Maintenance Services Contract with Jorgensen Contract Services, LLC, Contract No. 001151

15. Approval of Taylor's Custom Services, LLC as a Subcontractor for the SR 429/SR 414 Roadway and Bridge Maintenance Services Contract with DBI Services, Contract No. 001152

16. Approval of First Contract Renewal with Rockhopper Services, Inc. for Systemwide Aquatic Vegetation Control Services, Contract No. 001412 (Agreement Value: $200,400.00)

DRAFT

TECHNOLOGY/TOLL OPERATIONS

17. Approval of Fourth Contract Amendment with TransCore, LP for Toll System Upgrade, Contract No. 001021 (Agreement Value: $1,762,776.81)

18. Approval of Supplemental Agreement No. 2 with TC Delivers, Inc. for Toll Operations Printing and Mailing Services, Contract No. 001085 (Agreement Value: not-to-exceed $900,000.00)

19. Ratification of Purchase of Transponders and Approval to Purchase Additional Transponders from TransCore, LP (Agreement Value: $320,400.00 and not-to-exceed $8,780,740.00)

20. Approval of Purchase Order to SHI International Corp. for Microsoft Server Operating System Licenses (Agreement Value: not-to-exceed $69,055.80)

TRAFFIC OPERATIONS

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

Ms. Kelley requested that "Item #11 General Counsel Recruitment Process" be pulled for a separate vote.

A motion was made by Chairman Madera and seconded by Commissioner Hawkins to rescind the action taken at the June 13, 2019 Board Meeting regarding the general counsel selection committee. The motion carried unanimously with nine (9) members present voting AYE by voice vote. Commissioner VanderLey was not present.

A motion was made by Mayor Dyer and seconded by Commissioner Campione to approve the Consent Agenda except for item #11. The motion carried unanimously with nine (9) members present voting AYE by voice vote. Commissioner VanderLey was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- The Chairman complimented the leaders in the community that support efforts that help students and teachers have the tools they need for a successful school year with the Back-to-School drives. CFX understands the importance in supporting the regions' schools, and last year participating schools in Brevard, Lake, Osceola, Orange and Seminole counties saved nearly $295,000 through CFX's School Bus Rebate Program.

- There will be a public hearing for the Poinciana Parkway Extension Project Development and Environment Study on Thursday, August 29 from 5:30 p.m. to 8:00 p.m. at Poinciana High School.
- Drivers are reminded to use extra care while driving, especially during the morning and afternoon travel, in the weeks ahead, as schools reopen, and students head back to class.

2. TREASURER'S REPORT

Mayor Dyer reported that total revenues year-to-date as of June were $475,329,423, which is 3.1% over projection and 8.4% over prior year.

Total Operations, Maintenance and Administration expenses were $89.6 million year-to-date, which is 5% under budget.

It should be noted, that due to year-end accruals these are not final numbers.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley mentioned the following:

- Announced two promotions at CFX, Glenn Pressimone, Chief of Infrastructure and Jim Greer, Chief Technology and Operations Officer.
- Awards won by the Engineering, Construction and Finance Departments.

F. REGULAR AGENDA ITEMS

1. APPROVAL OF UPCOMING BOND ISSUANCES INCLUDING POINCIANA PARKWAY

Lisa Lumbard, Chief Financial Officer introduced Brent Wilder with PFM Financial Advisors LLC. Mr. Wilder explained current market conditions. Ms. Lumbard explained the upcoming bond issuances.

Board members asked questions which were answered by Ms. Lumbard.

A motion was made by Commissioner Hawkins and seconded by Commissioner Carey for authorization to issue revenue bonds for the acquisition of Poinciana Parkway and accelerate a new money issuance of up to $500 million via negotiated sale.

DRAFT

2. NORTHEAST CONNECTOR EXPRESSWAY EXTENSION (CORRIDOR I) CONCEPT, FEASIBILITY & MOBILITY STUDY

Chief of Infrastructure Glenn Pressimone, and Ralph Bove with Volkert, Inc., who serves as the consultant project manager for the Northeast Connector Expressway Extension (Corridor I), Concept, Feasibility and Mobility Study. Mr. Bove provided the final findings of the study and requested acceptance.

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

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins for acceptance of the Northeast Connector Expressway Extension (Corridor I) Concept, Feasibility & Mobility Study findings . The motion carried unanimously with nine (9) members present voting AYE by voice vote. Commissioner VanderLey was not present.

3. ADOPTION OF STRATEGIC PLAN

Chief of Staff/Public Affairs Officer Michelle Maikisch detailed CFX's updated proposed 2020-2023 Strategic Plan for adoption.

A motion was made by Ms. Herr and seconded by Commissioner Campione for acceptance of 2020-2023 CFX Strategic Plan. The motion carried unanimously with nine (9) members present voting AYE by voice vote. Commissioner VanderLey was not present.

4. VISITOR TOLL PASS PROGRAM UPDATE

Chief Technology and Operations Officer Jim Greer provided an update on CFX's Visitor Toll Pass Project Program. Visitor Toll Pass is a new automated toll payment solution for visitors to Central Florida renting a car from the Orlando International Airport. He announced the extension of the program until June 2020.

(This item was presented for informational purposes. No action was taken by the board.)

G. BOARD MEMBER COMMENT

There was no board member comment.

H. ADJOURNMENT

DRAFT

Chairman Madara adjourned the meeting at 9:30 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.

DRAFT

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
September 12, 2019

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

DRAFT

Board Members Present:
Commissioner Brenda Carey, Seminole County (Vice Chairman)
Mayor Buddy Dyer, City of Orlando (Treasurer)
Commissioner Leslie Campione, Lake County
Andria Herr, Gubernatorial Appointment
Commissioner Curt Smith, Brevard County

Board Members Appearing by Phone:
Jay Madara, Gubernatorial Appointment (Chairman)
S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present:
Mayor Jerry Demings, Orange County
Commissioner Fred Hawkins, Jr., Osceola County
Commissioner Betsy VanderLey, Orange County

Staff Present at Dais:
Laura Kelley, Executive Director
Mimi Lamaute, Recording Secretary

Non-Voting Advisor Present:
Nicola Liquori, Florida's Turnpike Enterprise

A. CALL TO ORDER

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

B. PUBLIC COMMENT

There were no public comments.

Vice Chairman Carey announced that Chairman Madara is out of town. Chairman Madara and Mr. Scheeringa are appearing by phone. Mayor Demings is out of town and Commissioner VanderLey is absent due to medical reasons. Commissioner Hawkins had a family emergency. Due to a lack of quorum no action will be taken on the items on the agenda. The public hearing will be postponed until next month. The two other presentations on the agenda will be heard as informational items.

Vice Chairman Carey introduced and welcomed the recently named Executive Director for Florida's Turnpike Enterprise, Nicola Liquori. The position of the Executive Director of the Turnpike serves as a non-voting advisor to this board.

C. APPROVAL OF MINUTES

This item was postponed until the October Board meeting.

D. APPROVAL OF CONSENT AGENDA

This item was postponed until the October Board meeting.

E. REPORTS

1. CHAIRMAN'S REPORT

- Vice Chairman Carey thanked Ms. Kelley for CFX's preparedness during Hurricane Dorian.

2. TREASURER'S REPORT

Mayor Dyer reported that total revenues for July were $42,227,808, which is 2.8% over projection and 8.2% over prior year.

Total Operations, Maintenance and Administration expenses were $3.7 million, which is 5.9% under budget.

It is estimated that the impact to revenue in September due to Hurricane Dorian will be approximately $5.9 million.

DRAFT

Mayor Dyer shared an email he received praising the Visitor Toll Pass Program and complimenting the Visitor Toll Pass staff, April Ardnt and Pierre Zellars.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley:

- Commended the heroic actions of two toll attendants, Marilyn Garcia and Felicia Campbell, in assisting a customer during a medical emergency;
- Introduced Diego "Woody" Rodriguez as CFX's newly hired General Counsel;
- Provided an update on the Virgin Trains Project;
- Recognized the CFX's Emergency Response Team for their efforts during Hurricane Dorian and the Finance Team on Fitch Ratings affirmation of CFX's bond ratings;
- Announced that CFX's 4th Annual Chili Cook-off will be held here at CFX on November 1st.

F. PUBLIC HEARING

The Public Hearing was postponed until the October 10, 2019 Board meeting.

G. REGULAR AGENDA ITEMS

1. **SR 528/SR 436 INTERCHANGE PROJECT**

Director of Engineering Will Hawthorne provided an update on the SR 528/SR 436 Interchange Project. Director of Construction Ben Dreiling described the project characteristics and provided a recommendation to utilize CFX's "Projects of Critical Concern" Procurement Process. Board approval of a Resolution identifying this project as a Project of Critical Concern, allowing for the selection of the Most Qualified contractors to bid based upon applicable selection criterial, will be requested at the October Board meeting.

Due to lack of a quorum, this item was presented for informational purposes. This item will be placed on the October 10, 2019 Board Meeting Consent Agenda for action.

2. **CFX LANDSCAPE PROGRAM**

Landscape Architect Chris Bloodwell provided an update on the CFX Landscape Program.

DRAFT

(This item was presented for informational purposes. No Board action was taken.)

G. BOARD MEMBER COMMENT

There was no board member comment.

H. ADJOURNMENT

Vice Chairman Carey adjourned the meeting at 9:36 a.m.

Brenda Carey Vice Chairman Central Florida Expressway Authority	Mimi Lamaute Recording Secretary Central Florida Expressway Authority

Minutes approved on _____, 2019.

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DRAFT

D.

Consent Agenda

CONSENT AGENDA
October 10, 2019

(note: underline items represent additions to the original September Agenda)
(*represents amendments to attachments submitted in September)

ADMINISTRATIVE SERVICES

1. Approval of Amendments to Committee Charters:
   a. Audit
   b. Finance
   c. Operations
   d. Right of Way

2. Approval of Third Contract Renewal with The Rubin Group for Advocacy Services, Contract No. 001382 (Agreement Value: $90,000.00)

COMMUNICATIONS AND PUBLIC OUTREACH

3. Approval of Partnership Between CFX and WFTV for Fiscal Year 2020 Safety Campaign (Agreement Value: not-to-exceed $155,000.00)

CONSTRUCTION

4. Approval of Construction Contract Modifications on the following projects:
   a. Project 417-134 Hubbard Construction Co. ($ 245,018.89)
   b. Project 408-128 The Lane Construction Corp. $ 465,330.06
   c. Project 408-628 ION Electric, LLC $ 60,907.55

5. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Consultant Services for SR 417 Widening from I-Drive to Landstar Blvd., Projects 417-141 and 417-142, Contract No. 001545

6. Approval of Contract Awards to Ranger Construction Industries, Inc., Middlesex Corporation and Hubbard Construction Company for Rapid Response Contract, Contract Nos. 001597, 001598, 001599 (Agreement Value: not-to-exceed $6,000,000.00 per contract)

7. Approval of a Resolution Identifying the SR 528/SR 436 Interchange Improvements Project as a Project of Critical Concern, Project 528-143*

ENGINEERING

8. Approval of Supplemental Agreement No. 3 with DRMP, Inc. for Additional Design Services for SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road, Project 528-143, Contract No. 001314 (Agreement Value: $291,040.30)

FINANCE

9. Approval of Twenty Fifth Supplemental Revenue Bond Resolution

10. Approval of Insurance Policy with Florida Municipal Insurance Trust and ACE/Chubb, Contract 000392 (Agreement Value: not-to-exceed $207,000.00) *

INTERNAL AUDIT

11. Acceptance of the following Internal Audit Reports:
    a. Toll Revenue Audit
    b. Accounting and Finance Controls Review
    c. Ransomware Review
    d. Fiscal 2020 Internal Audit Plan

LEGAL

12. Approval of First Contract Renewal with GAI Consultants, Inc. for Right of Way Support Services, Contract No. 001100 (Agreement Value: $0)

13. Approval of First Contract Renewal with Hopping Green & Sams, P.A. for Legal Services, Contract No. 001460 (Agreement Value: $49,999.00)

14. Approval of Agreement with Orlando Utilities Commission Regarding Construction of Replacement Utilities Across SR 528 in Conjunction with the Interchange Improvements to SR 528 and SR 436, Project 528-143

15. Approval of Pole Squares Relocation Agreement along SR 436 with Greater Orlando Aviation Authority and the City of Orlando, Project No. 528-143

MAINTENANCE

16. Approval of Central Florida Power Systems, Inc as a Subcontractor for the Facilities Maintenance Services contract with DBI/ICA Services, Contract No. 001150

17. Approval of Supplemental Agreement No. 6 with Infrastructure Corporation of America, LLC for Facilities Maintenance Services, Contract No. 001150 (Agreement Value: $143,848.60) *

18. Approval of GroundTek of Central Florida, LLC as a Subcontractor for the Roadway Maintenance Services Contract with Infrastructure Company of America, LLC, Contract No. 0001152

19. Approval of AKCA, Inc. as a Subcontractor for the SR 429/SR 414 Roadway and Bridge Maintenance Services Contract with Infrastructure Company of America, Contract No. 001152*

20. Approval of Supplemental Agreement No. 1 with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services, Contract No. 001432 (Agreement Value: $70,000.00)

21. Approval of Contract Award for SR 528, SR 429, SR 451 and SR 414 Landscape Maintenance Service to Groundtek of Central Florida, Inc., Contract No. 001567 (Agreement Value: $3,999,822.00)

TECHNOLOGY/TOLL OPERATIONS

22. Approval of Purchase Order to Oracle America, Inc. for Software Update Licenses and Support (Agreement Value: $109,475.59)

23. Approval of Amendment No. 1 to Supplemental Agreement No. 8 with TransCore, LP for Toll System Upgrade, Contract No. 001021 (Agreement Value: $85,953.53)

24. Approval of Purchase Order to AT&T Inc. for Netbond Network Services (agreement Value: not-to-exceed $180,000.00)

25. Approval of Purchase Order to SHI International Corp. for the Acquisition of Striim Software and Support Services (Agreement Value: not-to-exceed $55,127.64)

26. Approval to Execute a Single Source Contract with Kyra Solutions, Inc. for Image Processing Solution, Contract No. 001609 (Agreement Value: $650,000.00)

TRAFFIC OPERATIONS

27. Approval of Supplemental Agreement No. 2 with Vanasse Hangen Brustlin, Inc. for Design Consultant Services for Three-Line Dynamic Message Signs Replacement Project, Project 599-545, Contract No. 001419 (Agreement Value: $153,505.33)

28. Approval of Contract Award for Data Server Travel Time System Operations and Maintenance Support to Southwest Research Institute, Contract No. 001547 (Agreement Value: $2,362,972.80)

29. Approval of Purchase Order to Temple, Inc. for Field Ethernet Switch Equipment, Project 599-542 (Agreement Value: $155,997.60)

The following item is for information only:

A. The following is a list of advertisement(s) from August 29, 2019 through October 10, 2019:
   1) Field Ethernet Switch Equipment
   2) SR 429 Northbound on Ramp at CR 535 Landscape Improvements
   3) SR 429/SR 453 Wekiva Parkway Interchange Landscape Improvements
   4) Construction Engineering and Inspection (CEI) Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road

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

The following is a list of anticipated advertisements (3-4 month look ahead):

1) Toll Operations Printing and Mailing Services
2) Disclosure Counsel
3) Advocacy Services
4) SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road - Construction
5) SR 408 Operational Improvements – Design
6) Systemwide Coatings – CEI
7) Southport Connector PD&E Study – PD&E
8) SR 429 Stoneybrook West Pkwy. Half Interchange – Construction
9) SR 408 Exit Ramp to Mills Ave. Improvements – Construction
10) ITS Master Plan – Design
11) SR 417 Widening from Narcoossee Road to SR 528 – CEI

CONSENT AGENDA ITEM #1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Laura Kelley
Executive Director

DATE: October 3, 2019

SUBJECT: Approval of Amendments to the CFX Board Committee Charters

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Board approval of the amendments to the Audit Committee Charter, the Finance Committee Charter, the Operations Committee Charter and the Right of Way Committee Charter is requested.

The amendments include provisions clarifying the order of succession of the Chairman and allowing Committee Members to attend meetings telephonically due to scheduling conflicts or illness up to three (3) times per year.

Reviewed by:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
AUDIT COMMITTEE CHARTER

PURPOSE

The Audit Committee's primary function is to assist the ~~Authority~~CFX Board in fulfilling its oversight responsibilities by reviewing the financial information, systems of internal control which Management has established, the audit process, the process for monitoring compliance with laws and regulations and the Code of Ethics. In doing so, it is the responsibility of the Audit Committee to provide an open avenue of communication between the ~~Authority~~CFX Board, Management, the Internal Auditor, and external auditors. The Audit Committee is provided specific authority to make recommendations to the Chief Financial Officer, the Executive Director and the ~~Authority~~CFX Board.

ORGANIZATION

The Audit Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports.

CHAIRMAN SELECTION

The Audit Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order ~~(current 2016-17 term remains in effect)~~:

~~Current~~	a.) Seminole County Representative
~~2017-2018~~	b.) Osceola County Representative
~~2018-2019~~	c.) One of Citizen Representatives
~~2019-2020~~	d.) Lake County Representative
~~2020-2021~~	e.) City of Orlando Representative
~~2021-2022~~	f.) Brevard County Representative
~~2022-2023~~	g.) Orange County Representative

The Audit Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

SUPPORT STAFF

The Internal Audit Director and the external auditors shall have direct and independent access to the Audit Committee and individually to members of the Audit Committee. The Committee shall have unrestricted access to employees and relevant information. The Committee may retain independent counsel, accountants or others to assist in the conduct of its responsibilities, subject to the ~~Authority's~~ CFX procurement policy.

MEETINGS

The Audit Committee shall meet at least quarterly. Meetings may be called by the ~~Authority~~ CFX Board Chairman, the Audit Committee Chair, or any two Committee members. Public notice shall be provided in accordance with State law.

The agenda will be prepared by the Internal Audit Director and approved by the Chair and provided in advance to members, along with appropriate briefing materials. In the absence of any objection, the Chair or any Committee member may add or subtract agenda items at a meeting. In the event of objection, a majority vote shall decide. The Committee meeting minutes and any Committee recommendations shall be submitted to the ~~Authority~~ CFX Board for consideration.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants.

RESPONSIBILITIES

Financial Reporting Oversight

1. Review with Management and the external auditors:
   - The annual financial statements and related footnotes;
   - The external auditors' audit of the financial statements and their report;
   - Management's representations and responsibilities for the financial statements;
   - Any significant changes required in the audit plan;
   - Information from the external auditors regarding their independence;
   - Any difficulties or disputes with Management encountered during the audit;
   - The organization's accounting principles;
   - All matters required to be communicated to the Committee under generally accepted auditing standards.
2. Review with Management, the ~~Authority~~CFX's financial performance on a regular basis.

Internal Control and Risk Assessment

3. Review with Management the effectiveness of the internal control system, including information technology security and control.
4. Review with Management the effectiveness of the process for assessing significant risks or exposures and the steps Management has taken to monitor and control such risks.
5. Review any significant findings and recommendations of the Internal Auditor and external auditors together with Management's responses, including the timetable for implementation of recommendations to correct any weaknesses.

Compliance

6. Review with Management the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.

Code of Ethics

7. Review with Management and monitor adequacy, administration, and compliance with the ~~Authority~~CFX's Code of Ethics.
8. Review the procedures for the anonymous and confidential submission of complaints and concerns regarding matters such as accounting, internal controls, auditing, waste, abuse, fraud, conflicts of interest, or other Code of Ethics violations.

Internal Audit

9. Recommend to the Board the appointment or removal of the Internal Audit Director.
10. Review and approve the annual internal audit plan and all major changes to the plan.
11. Review the internal audit budget and submit to the Finance Committee.
12. Review and approve the Internal Audit Department Charter.
13. Review internal audit reports and recommend transmittal and acceptance of the audit for filing with the governing Board which shall be accomplished by separate item on the Consent Agenda at a regularly scheduled meeting.
14. Review annually the performance of the Internal Audit Director.
15. Review annually the effectiveness of the internal audit function.

External Audit

16. Appoint an Audit Committee Member to serve on the Selection Committee for all external audit services.
17. Recommend to the ~~Authority~~CFX Board the external auditors to be appointed and the related compensation.
18. Review and approve the discharge of the external auditors.
19. Review the scope and approach of the annual audit with the external auditors.
20. Approve all non-audit services provided by the external auditors.

Other Authority and Responsibilities

21. Conduct other activities as requested by the ~~Authority~~CFX Board.
22. Conduct or authorize investigations into any matter within the Committee's scope of responsibilities.
23. Address any disagreements between Management and the Internal Auditor or external auditors.
24. Annually evaluate the Committee's and individual member's performance.
25. Review the Committee's formal Charter annually and update as needed.
26. Confirm annually that all responsibilities outlined in this Charter have been carried out.

ADOPTED this _____ day of October, 2019.

_____
Jay Madara
Board Chairman

ATTEST: _____
Mimi Lamaute
Board Services Coordinator

Approved as to form and legality:

_____
Diego "Woody" Rodriguez
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
FINANCE COMMITTEE CHARTER

PURPOSE

The Finance Committee's primary function is to assist the ~~Authority~~ CFX Board in fulfilling its responsibilities by providing financial and budgetary oversight and guidance.

RESPONSIBILITIES

The Finance Committee is responsible for conducting reviews and associated recommendations to the CFX Board regarding capital budgeting, debt structure and issuance, liquidity, credit management, financial forecasting and interest rate risk management.

ORGANIZATION

The Finance Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.
7. Up to three (3) citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have financial management expertise in governmental accounting and experience in public finance.

CHAIRMAN SELECTION

The Finance Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order ~~(current 2016-17 term remains in effect)~~:

~~Current~~	a.) Lake County Representative
~~2017-2018~~	b.) One of Citizen Representatives
~~2018-2019~~	c.) Orange County Representative
~~2019-2020~~	d.) Brevard County Representative
~~2020-2021~~	e.) Seminole County Representative
~~2021-2022~~	f.) City of Orlando Representative
~~2022-2023~~	g.) Osceola County Representative

The Finance Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

SUPPORT STAFF

The Central Florida Expressway Authority Chief Financial Officer shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of ~~Authority~~ CFX responsibilities, subject to the ~~Authority~~CFX's procurement policy and budget.

MEETINGS

The Finance Committee shall meet as required to review financial and budgetary matters and provide guidance to ~~Authority~~CFX staff and consultants. Meetings may be called by the Executive Director, Chief Financial Officer or the Finance Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the Chief Financial Officer and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for financial and budgetary actions shall be submitted to the Board for approval. Draft committee meeting minutes and any other Committee actions shall be submitted to the ~~Authority~~CFX Board for information and/or approval.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants.

ADOPTED this _____ day of October, 2019.

Jay Madara
Board Chairman

ATTEST: _____
Mimi Lamaute
Board Services Coordinator

Approved as to form and legality:

Diego "Woody" Rodriguez
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
OPERATIONS COMMITTEE CHARTER

PURPOSE

The Operations Committee's primary function is to assist the ~~Authority~~CFX Board in fulfilling its responsibilities by reviewing operational information, toll collection and violation processing functions, and established agency performance indicators to monitor agency operations. The Operations Committee has the specific responsibility and authority to make recommendations to the Executive Director and the ~~Authority~~CFX Board regarding operational issues.

RESPONSIBILITIES

1. Review with Management:
   - Toll revenue collection results;
   - Toll violation reports;
   - Any proposed changes to operational policies;
   - Any proposed change to the ~~Authority~~CFX Operational Business Rules;
   - Any additions or changes to ~~Authority~~CFX interoperability agreements with other agencies.
2. Review with management the ~~Authority~~CFX's annual operational performance as reported by the FTC Transportation Authority Monitoring and Oversight report.
3. Review with management the results of the bi-annual customer service survey.
4. Review with management the performance of the toll collection and back office staffing of consultants.
5. Conduct other operational activities as requested by the ~~Authority~~CFX Board.

ORGANIZATION

The Operations Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.

7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board

   appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have operations and management experience.

CHAIRMAN SELECTION

The Operations Committee will be chaired on an annual, rotating basis beginning September 1, 2017, in the following order ~~(current 2016-17 term remains in effect)~~:

~~Current~~	a.) One of Citizen Representatives
~~2017-2018~~	b.) Lake County Representative
~~2018-2019~~	c.) Osceola County Representative
~~2019-2020~~	d.) Orange County Representative
~~2020-2021~~	e.) Brevard County Representative
~~2021-2022~~	f.) Seminole County Representative
~~2022-2023~~	g.) City of Orlando Representative

The Operations Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

MEETINGS

The Operations Committee shall meet as required to adequately fulfill Committee responsibilities. Meetings may be called by the Executive Director, the ~~Authority~~CFX Board Chairman, and/or the Operations Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the Chief Technology & Operating Officer and provided in advance to members, along with appropriate briefing materials.

The draft Committee meeting minutes and Committee recommendations shall be submitted to the ~~Authority~~CFX Board for information and/or approval as required.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants.

ADOPTED this _____ day of October 2019.

_____

Jay Madara
Board Chairman

ATTEST: _____

Mimi Lamaute
Board Services Coordinator

Approved as to form and legality:

_____

Diego "Woody" Rodriguez
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
RIGHT OF WAY COMMITTEE CHARTER

PURPOSE

The Right of Way Committee's primary function is to assist the ~~Authority~~Central Florida Expressway Authority ("CFX") Board in fulfilling its responsibilities by providing oversight and control of the property acquisition and disposition process.

The Right of Way Committee shall oversee and assist the ~~Central Florida Expressway Authority~~ CFX right of way activities. Delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached.

RESPONSIBILITIES

The Right of Way Committee is responsible for conducting reviews and associated recommendations to the CFX Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.

ORGANIZATION

The Right of Way Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
6. Brevard County staff member or citizen representative appointed by the Brevard County Commission or in accordance with Brevard County's policies providing for appointments to other governmental agencies.

7. Up to three (3) citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two-year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

CHAIRMAN SELECTION

The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 1, 2017, in the following order ~~(current 2016-17 term remains in effect)~~:

~~Current~~	a.) Orange County Representative
~~2017-2018~~	b.) City of Orlando Representative
~~2018-2019~~	c.) Seminole County Representative
~~2019-2020~~	d.) One of Citizen Representatives
~~2020-2021~~	e.) Osceola County Representative
~~2021-2022~~	f.) Lake County Representative
~~2022-2023~~	g.) Brevard County Representative

The Right of Way Committee Chair shall serve as the Board Liaison and may be requested to attend CFX Board meetings.

In the event there is no available representative from the entity assigned to serve the role of Chairman, the next scheduled representative shall serve a one-year term with regular order of succession to resume thereafter.

SUPPORT STAFF

The ~~Central Florida Expressway Authority~~ CFX General Counsel's office and Right of Way Counsel shall serve as advisors to the Committee. The ~~Authority~~CFX General Counsel's office shall provide support to the Committee and may retain independent consultants to assist in the conduct of ~~Authority~~CFX responsibilities, subject to the ~~Authority~~CFX's procurement policy and budget.

CONDUCT OF BUSINESS

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

MEETINGS

The Right of Way Committee shall meet as required to review negotiations and provide guidance to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director, General Counsel or the Right of Way Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the General Counsel and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for right of way acquisition and disposition shall be submitted to the Board for approval. Draft Committee meeting minutes and any other Committee recommendations shall be submitted to the ~~Authority~~CFX Board for information and/or approval.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of nine members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of eight members and a quorum shall be five members present. If only one appointment is made the Committee shall consist of seven members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Due to scheduling conflicts or illness a Committee Member may appear by telephone and vote on agenda items where a quorum is physically present not to exceed three meetings per calendar year. The participating absent member must be able to hear all participants in the meeting and be heard by all participants.

ADOPTED this _____ day of October 2019.

_____

Jay Madara
Board Chairman

ATTEST: _____
Mimi Lamaute
Board Services Coordinator

Approved as to form and legality:

_____

Diego "Woody" Rodriguez
General Counsel

CONSENT AGENDA ITEM
#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 30, 2019

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

Board approval is requested for the third renewal of the referenced contract with The Rubin Group, in the amount of $90,000.00 for a one-year period beginning January 1, 2020 and ending December 31, 2020. The original contract was for six months with an option to renew at the sole discretion and election of CFX.

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

Original Contract Amount	$ 45,000.00
First Renewal	$ 45,000.00
Second Renewal	$ 90,000.00
Third Renewal	$ 90,000.00
Total	$270,000.00

This contract is budgeted in the OM&A Budget.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 3
CONTRACT NO. 001382

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of October 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and The Rubin Group, hereinafter called the "Consultant".

WITNESSETH

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

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a third renewal of said Original Agreement beginning the 1st day of January 2020 and ending the 31st day of December 2020 at the cost of $90,000.00, which increases the total amount of the Original Agreement.

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

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

THE RUBIN GROUP

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

LEGAL APPROVAL:_____
AS TO FORM General Counsel for CFX

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

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

WITNESSETH

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

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

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

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

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

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

THE RUBIN GROUP

BY: _____
Authorized Signature

Title: President

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: Linda S. Brasier for
AS TO FORM General Counsel for CFX
12/20/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001382

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

WITNESSETH

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

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

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

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

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

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

THE RUBIN GROUP

BY: _____
Authorized Signature

Title: President

ATTEST: _____
Secretary or Notary

JULIE C. RODRIGUEZ
Notary Public - State of Florida
Commission # GG 089733
My Comm. Expires May 25, 2021
Bonded through National Notary Assn.

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

2018 APR 18 AM 11:06

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

2017 DEC 26 PM 2:34

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

WITNESSETH:

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

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

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

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

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

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

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

1. RECITALS

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

2. ADOPTION OF THE STATE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

Current Consultant roster is presumed to be as follows:
~~1. Capitol Insight, LLC (lead Consultant)~~

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

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

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

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

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

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

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

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

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

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

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

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

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

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

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

3. ADDITIONAL TERMS REQUIRED BY CFX

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

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

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

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

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

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

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

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

3.6 CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

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

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

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

3.10 OTHER SEVERABILITY. If any section of this Agreement be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Agreement shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Agreement.

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

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

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

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

3.14 SURVIVAL OF EXPIRATION OR TERMINATION. Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Agreement:

(a) Article VI – Liability

(b) Article VI – Ownership of Work Product

(c) Article IX – Guarantees and Warranty

(d) Article X – Examination of Records

(e) Article XIII - Public Records

(f) Paragraph 3.11 on Laws and Venue.

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

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

3.17 Public Entity Crime Information and Anti-Discrimination Statement. Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

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

[SIGNATURES TO FOLLOW]

THE RUBIN GROUP, INC.

By: _____

Title: President

Attest: _____ (Seal)

Date: 12/22/17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

2017 DEC 26 PM 2:25

By: _____ 12/29/17
Director of Procurement

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

_____
General Counsel for CFX

R:\Departments\Legal\General\Contracts\Fla Virtual School - Piggyback\Piggyback Contract.doc

EXHIBIT "A"

Contract No. RFQ-2013-7020-9003-LM

Master Services Agreement, Attachment 1, Amendment 1, Amendment 2, and Amendment 3

2017 DEC 26 PM 2:35

FLORIDA VIRTUAL SCHOOL
CONSULTING AGREEMENT

Master Service Agreement for Professional Services | **MSA NO.: RFQ-2013-7020-9003-LM**

1. This Agreement is entered into between FLVS and the Contractor named below:

Entity Name
Florida Virtual School

(hereafter called FLVS)

Contractor's Name
The Rubin Group

(hereafter called Contractor)

2. Maximum Amount of this Contract: **$60,000.00**

3. Authorized Person to Receive Contract/Approval Notices for FLVS (Project Manager):

Name: Star Kraschinsky
Title: Director, External Affairs
Email: skraschinsky@flvs.net
Telephone: 407.513.3456

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1 – FLVS Consultant Agreement Terms and Conditions for Services

Authorized Contractor representative(s) has read the foregoing document and, by executing this Master Service Agreement, agree and accept such terms effective as of the date indicated below the Contractor's signature

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the day and year below stated.

5.

Consultant

Consultant's Name

The Rubin Group

By *(Authorized Signature)*: William D. Rubin, President | Date Signed: 9/12/13

Printed Name and Title of Person Signing: William D. Rubin

Address: 450 East Las Olas Boulevard, Suite 1250 Fort Lauderdale, FL 33301

Telephone: 954.467.3993 | Fax: 954.527.9348

Email: rubinw@rubingroup.com

6.

FLVS

FLVS Name

Florida Virtual School

By *(Authorized Signature)*: Star L. Kraschinsky | Director External Affairs | Date Signed: 9-16-13

Printed Name and Title of Person Signing: Star L. Kraschinsky

Address: 2145 Metrocenter Blvd. Suite 200, Orlando, FL 32835

Holly Sagues Chief Policy officer

Holly Sagues 9/16/13

FLORIDA VIRTUAL SCHOOL
ATTACHMENT 1
CONSULTING AGREEMENT
Terms and Conditions for Services

THIS AGREEMENT made and entered into this day of, **September 09, 2013** by and between The Florida Virtual School duly organized and existing under the laws of Florida, and The Rubin Group, acting personally.

WHEREAS, The Florida Virtual School (hereinafter referred to as FLVS) will from time to time require certain services.

WHEREAS, The Rubin Group (hereinafter referred to as the CONSULTANT) is able and willing to provide such services under the terms and conditions hereinafter set forth; **NOW, THEREFORE** in consideration of the premises and the mutual Agreement hereinafter set forth, the parties hereto mutually agree as follows:

Article I - Character and Extent of Services

The CONSULTANT shall provide services in connection with projects and programs in which FLVS is participating, when requested by the Director of External Affairs (Star Kraschinsky) the representative of FLVS, or such other person or persons as may from time to time be designated by the Director of External Affairs.

The CONSULTANT will:
It shall be the Consultant's duty to advocate the interests of FLVS before the Florida Legislature and executive agencies for Florida government. Included within the scope of the Consultant's duties is the advocacy for passage or defeat of legislation that is relevant to FLVS. It shall further be the Consultant's duty to inform FLVS of developments in legislation and policy relevant to FLVS operations.

All consultants' report to and are accountable to the FLVS Director of External Affairs, who is responsible for the execution of the FLVS legislative plan. The Director of External Affairs reports and is accountable to the Chief Policy Officer.

To ensure that FLVS is well represented in each area of state government, three or four consultants may be retained. A lead consultant will coordinate activities with the Director of External Affairs and all consultants will follow their direction. All consultants will be directed to work with specific legislative, executive, or agency leadership on behalf of FLVS, maximizing resources. Current Consultant roster is presumed to be as follows:

1. Capitol Insight, LLC (Lead Consultant)
2. The Rubin Group

3. Gray Robinson Attorneys At Law
4. SCG Governmental Affairs

SCOPE OF SERVICES TO BE PROVIDED BY ALL CONSULTANTS MAY INCLUDE:

A. Legislative Representation

1. While the Florida Legislature (the "Legislature") is in session, attend all sessions and review and report on all pending legislation affecting FLVS directly or indirectly. This review shall also include all pre-legislative session committee meetings, hearings, and conferences.

2. Prepare and develop legislative filings as required in the proper form to be proposed for adoption by the Legislature.

3. Seek advice from FLVS staff members, in conjunction with other consultants, with the respect to the information necessary for the proper presentation of FLVS's views, needs, and requirements to be presented by the Consultant before the various legislative committees and other governmental bodies.

4. Attend all necessary committee meetings, workshops, and legislative sessions for the purpose of monitoring and affecting, as appropriate, the passage or defeat of those bills identified as bills of interest.

5. Arrange conferences between FLVS staff members and appropriate members of the Legislature, the Governor of the State of Florida, the members of the Florida Cabinet and /or their respective aides and staff.

6. Coordinate FLVS's legislative activities with the activities of other groups with similar interest including school districts, legislative advocates for school choice and other selected associates that are involved in the legislative process.

7. Advocate the passages of legislation which FLVS identifies as being in FLVS's best interest, including but not limited to maximizing education funding for virtual education.

B. Regulatory Representation

1. Advancing request for funding for various educational projects to the the Florida Legislature, Executive Branches and other governmental agencies and alternative state funding sources.

2. Seeking to maximize sale appropriations for the then current fiscal year for projects that are in Florida Virtual School's best interest.

3. Advance long-term initiatives and state policy that will benefit Florida Virtual School.

5

Article II - Period of Performance

This Agreement shall remain in effect not to exceed five (5) years from the effective date specified above, with annual renewal options.

Article III – Compensation

In full monetary consideration for this Agreement and the services to be performed by the CONSULTANT hereunder, FLVS will pay the CONSULTANT using the following schedule of billing rates: $6,000.00 per month for ten (10) months.

Article IV - Payment and Invoicing

CONSULTANT shall submit invoices to FLVS, together with such supporting documentation as FLVS may reasonably require. Invoices shall be submitted to the Project Manager and to the Finance Department, Accounts Payable Division at FLVS.

Invoices should be submitted upon completion of work. A detailed invoice must be approved by the Project Manager prior to payment. FLVS will only reimburse CONSULTANT for expenses incurred in performing services authorized in advance by FLVS project manager. FLVS shall pay to the CONSULTANT fees for services within thirty (30) days of receipt of invoice.

Pursuant to § 287.058(1), F.S.: (a) bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Travel expenses will be reimbursed only if expressly authorized by the terms of this Agreement. Bills for any travel expenses shall be submitted in accordance with § 112.061, F.S.

Unless otherwise agreed in writing by FLVS and the CONSULTANT, the CONSULTANT shall not be entitled to receive any other payment or compensation from FLVS for Services provided by or on behalf of the CONSULTANT under the Agreement. The CONSULTANT shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Agreement.

Article V - Assignment and Subcontracting

CONSULTANT'S obligations authorized under this Agreement are not assignable or transferable and CONSULTANT agrees not to subcontract any of the work authorized hereunder without the prior written approval of FLVS, which approval may be reasonably withheld.

Article VI – Liability

CONSULTANT specifically agrees by acceptance of this Agreement to save harmless and indemnify FLVS against all loss, liability, damages, and expenses caused by or connected with the work of CONSULTANT hereunder. It is understood that the intent of this provision is to absolve and protect FLVS from any and all loss, liability, damages or expenses caused by or

connected with the work of CONSULTANT hereunder whether through the negligence or willful actions of the CONSULTANT, its agents and assigns.

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

Article VII - Ownership of Work Product

All technical data, evaluations, reports and other work product of CONSULTANT hereunder shall become the property of FLVS and shall be delivered to FLVS upon completion of services authorized hereunder. CONSULTANT may retain copies thereof for its files and its internal use.

Article VIII - Independent Contractor Relationship

In the performance of services hereunder, CONSULTANT shall be an independent contractor with the sole authority to control and direct the performance of the details of the work, being interested only in the results obtained.

Article IX - Guarantees and Warranty

CONSULTANT warrants and guarantees that the work shall be performed and completed in a workmanlike manner satisfactory and acceptable to FLVS. CONSULTANT shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work or the business of FLVS and/or any affiliated corporations, without the written consent of FLVS. FLVS representative shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

Article X - Examination of Records

CONSULTANT agrees that FLVS or the Government of the State of Florida or any of their authorized representatives shall have access to and the right to examine any pertinent books, documents, papers, and accounting records of CONSULTANT which pertain to transactions under this Agreement for a period of three (3) years after expiration of the Agreement. CONSULTANT understands that FLVS is subject to government in the sunshine, more particularly Florida Statutes 119.01 et seq., and it shall comply with all requirements thereunder.

Article XI - Entire Agreement and Amendments

This instrument constitutes the entire Agreement between the PARTIES covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by the PARTIES.

Article XII - Attorney's Fee

If any disputes should arise out of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

This AGREEMENT shall be construed in accordance with the laws of the State of Florida.

This AGREEMENT shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

Article XIII – Public Records

Florida Virtual School is a public agency subject to Chapter 119, Florida Statues. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;
3. Insure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Florida Virtual School.

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

Florida VirtualSchool

FLORIDA VIRTUAL SCHOOL
Amendment 1
To:
Professional Services
RFQ-2013-7020-9003-LM

This Amendment 1 of the Professional Services Agreement entered into effect September 9, 2013 between The Rubin Group and Florida Virtual School is made as of the date acknowledged and agreed below. The following changes are hereby incorporated into the aforementioned Terms and Conditions of this Agreement.

1. WHEREAS, section 2. Maximum Amount of this Contract shall be increased by $24,000.00 with the new total of the contract being $84,000.00.

2. WHEREAS, section 3. Authorized Person to Receive Contract/Approval Notices for FLVS will be changed to Holly Sagues, Executive Director, Governmental Affairs & Strategic Solutions.

3. WHEREAS, Article III-Compensation reads $6,000.00 per month for ten (10) months shall now read as follows: $7,000.00 for twelve (12) months.

4. WHEREAS, Article XIII-Public Records shall be replace with the new Public Records Act as follows: Public Records. Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The 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 BOARD in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the BOARD 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 BOARD 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 BOARD in a format that is compatible with the information technology systems of the BOARD.

   WHEREAS, the "BOARD" is defined as the FLVS Board of Trustees.

5. WHEREAS, this contract shall renew for a one year period from July 1, 2015 to June 30, 2016.

Except as expressly amended above, the Agreement is hereby ratified and affirmed in all other respects.

ACKNOWLEDGED AND AGREED BY:

Contractor

FLVS, 7 of 15

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*

THE RUBIN GROUP, INC.

By *(Authorized Signature)*	Date Signed
William D. Rubin	8/11/2015

Printed Name and Title of Person Signing

WILLIAM D. RUBIN / PRESIDENT

Address 450 EAST LAS OLAS BLVD., SUITE 1250, FORT LAUDERDALE, FL 33301

FLVS

FLVS Name

By *(Authorized Signature)*	Date Signed
Ronald Blocker	8/5/15

Printed Name and Title of Person Signing

RONALD BLOCKER / PRESIDENT CEO

Address

Florida Virtual School
2145 MetroCenter Blvd.
Suite 200
Orlando, Fl 32835

2017 DEC 26 PM 2:36

2017 DEC 26 PM 2:36

FLORIDA VIRTUAL SCHOOL
CONSULTING AGREEMENT

Amendment 2 to the Master Service Agreement for Professional Services | **MSA NO.: RFQ-2013-7020-9003-LM**

1. This Agreement is entered into between FLVS and the Contractor named below:

Entity Name
Florida Virtual School

(hereafter called FLVS)

Contractor's Name
The Rubin Group

(hereafter called Contractor)

2. Maximum Amount of this Contract: **$90,000.00**

3. Authorized Person to Receive Contract/Approval Notices for FLVS (Project Manager):

Name: Holly Sagues
Title: Executive Director, Policy & Accountability
Email: hsagues@flvs.net
Telephone: 407.513.3318

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1 – FLVS Consultant Agreement Terms and Conditions for Services

Authorized Contractor representative(s) has read the foregoing document and, by executing this Amendment 2 to the Master Service Agreement, agree and accept such terms effective as of the date indicated below the Contractor's signature

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the day and year below stated.

5.

Consultant

Consultant's Name
The Rubin Group

By *(Authorized Signature)*

Date Signed: 10/3/16

Printed Name and Title of Person Signing: WILLIAM D. RUBIN, PRESIDENT

Telephone: 954.467.3993

Fax: 954.527.0348

Address: 450 East Las Olas Boulevard, Suite 1250 Fort Lauderdale, FL 33301

Email: rubinw@rubingroup.com

6.

FLVS

FLVS Name
Florida Virtual School

By *(Authorized Signature)*

Date Signed: 9-22-16

Printed Name and Title of Person Signing: Florida Virtual School General Counsel

Address: 2145 Metrocenter Blvd. Suite 200, Orlando, FL 32835

FLORIDA VIRTUAL SCHOOL
ATTACHMENT 1
CONSULTING AGREEMENT
Terms and Conditions for Services

This Amendment 2 of the Master Services Agreement for Professional Services previously entered into effect September 9, 2013, between The Rubin Group and Florida Virtual School is made as of the date acknowledged and agreed to on page 1. The following changes are hereby incorporated into the aforementioned Terms and Conditions of this Agreement and the Amendment 1 entered into effect on August 5, 2015.

WHEREAS, The Florida Virtual School (hereinafter referred to as FLVS) will from time to time require certain services.

WHEREAS, The Rubin Group (hereinafter referred to as the CONSULTANT) is able and willing to provide such services under the terms and conditions hereinafter set forth; **NOW, THEREFORE** In consideration of the premises and the mutual Agreement hereinafter set forth, the parties hereto mutually agree as follows:

Article I - Character and Extent of Services

The CONSULTANT shall provide services in connection with projects and programs in which FLVS is participating, when requested by the representative of FLVS, or such other person or persons as may from time to time be designated.

The CONSULTANT will:
It shall be the Consultant's duty to advocate the interests of FLVS before the Florida Legislature and executive agencies for Florida government. Included within the scope of the Consultant's duties is the advocacy for passage or defeat of legislation that is relevant to FLVS. It shall further be the Consultant's duty to inform FLVS of developments in legislation and policy relevant to FLVS operations. Consultant will assist FLVS in its dealings with the Florida Department of Education.

All consultants' report to and are accountable to the Florida Virtual School General Counsel, who is responsible for the execution of the FLVS legislative plan. The consultant may at times, being given assignments by other FLVS representatives as authorized by the Board of Trustees, President/CEO, or General Counsel.

To ensure that FLVS is well represented in each area of state government, three or four consultants may be retained.

SCOPE OF SERVICES TO BE PROVIDED

A. Legislative Representation

1. While the Florida Legislature (the "Legislature") is in session, attend all sessions and review and report on all pending legislation affecting FLVS directly or indirectly. This review shall also include all pre-legislative session committee meetings, hearings, and conferences.

2. Prepare and develop legislative filings as required in the proper form to be proposed for adoption by the Legislature.

3. Seek advice from FLVS staff members, in conjunction with other consultants, with the respect to the information necessary for the proper presentation of FLVS's views, needs, and requirements to be presented by the Consultant before the various legislative committees and other governmental bodies.

4. Attend all necessary committee meetings, workshops, and legislative sessions for the purpose of monitoring and affecting, as appropriate, the passage or defeat of those bills identified as bills of interest.

5. Arrange conferences between FLVS staff members and appropriate members of the Legislature, the Governor of the State of Florida, the members of the Florida Cabinet and /or their respective aides and staff.

6. Coordinate FLVS's legislative activities with the activities of other groups with similar interest including school districts, legislative advocates for school choice and other selected associates that are involved in the legislative process.

7. Advocate the passages of legislation which FLVS identifies as being in FLVS's best interest, including but not limited to maximizing education funding for virtual education.

B. Regulatory Representation

1. Advancing request for funding for various educational projects to the Florida Legislature, Executive Branches and other governmental agencies and alternative state funding sources.

2. Seeking to maximize appropriations for the then current fiscal year for projects that are in Florida Virtual School's best interest.

3. Advance long-term initiatives and state policy that will benefit Florida Virtual School.

Article II - Period of Performance

This Agreement shall remain in effect not to exceed five (5) years from the effective date specified above, with annual renewal options.

Article III – Compensation

In full monetary consideration for this Agreement and the services to be performed by the CONSULTANT hereunder, FLVS will pay the CONSULTANT using the following schedule of billing rates: $7,500.00 per month for twelve (12) months.

In addition, FLVS will reimburse the CONSULTANT for reasonable out-of-pocket expenses incurred in the performance of work authorized hereunder and in accordance with State laws, rules, regulations, School Board policies and procedures.

Article IV - Payment and Invoicing

CONSULTANT shall submit invoices to FLVS, together with such supporting documentation as FLVS may reasonably require. Invoices shall be submitted to the Project Manager and to the Finance Department, Accounts Payable Division at FLVS.

Invoices should be submitted upon completion of work. A detailed invoice must be approved by the Project Manager prior to payment. FLVS will only reimburse CONSULTANT for expenses incurred in performing services authorized in advance by FLVS project manager. FLVS shall pay to the CONSULTANT fees for services within thirty (30) days of receipt of invoice.

Pursuant to § 287.058(1), F.S.: (a) bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Travel expenses will be reimbursed only if expressly authorized by the terms of this Agreement. Bills for any travel expenses shall be submitted in accordance with § 112.061, F.S.

Unless otherwise agreed in writing by FLVS and the CONSULTANT, the CONSULTANT shall not be entitled to receive any other payment or compensation from FLVS for Services provided by or on behalf of the CONSULTANT under the Agreement. The CONSULTANT shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Agreement.

Article V - Assignment and Subcontracting

CONSULTANT'S obligations authorized under this Agreement are not assignable or transferable and CONSULTANT agrees not to subcontract any of the work authorized hereunder without the prior written approval of FLVS, which approval may be reasonably withheld.

Article VI – Liability

CONSULTANT specifically agrees by acceptance of this Agreement to save harmless and indemnify FLVS against all loss, liability, damages, and expenses caused by or connected with the work of CONSULTANT hereunder. It is understood that the intent of this provision is to absolve and protect FLVS from any and all loss, liability, damages or expenses caused by or connected with the work of CONSULTANT hereunder whether through the negligence or willful actions of the CONSULTANT, its agents and assigns.

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

Article VII - Ownership of Work Product

All technical data, evaluations, reports and other work product of CONSULTANT hereunder shall become the property of FLVS and shall be delivered to FLVS upon completion of services authorized hereunder. CONSULTANT may retain copies thereof for its files and its internal use.

Article VIII - Independent Contractor Relationship

In the performance of services hereunder, CONSULTANT shall be an independent contractor with the sole authority to control and direct the performance of the details of the work, being interested only in the results obtained.

Article IX - Guarantees and Warranty

CONSULTANT warrants and guarantees that the work shall be performed and completed in a workmanlike manner satisfactory and acceptable to FLVS. CONSULTANT shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work or the business of FLVS and/or any affiliated corporations, without the written consent of FLVS. FLVS representative shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

Article X - Examination of Records

CONSULTANT agrees that FLVS or the Government of the State of Florida or any of their authorized representatives shall have access to and the right to examine any pertinent books, documents, papers, and accounting records of CONSULTANT which pertain to transactions under this Agreement for a period of three (3) years after expiration of the Agreement. CONSULTANT understands that FLVS is subject to government in the sunshine, more particularly Florida Statutes 119.01 et seq., and it shall comply with all requirements thereunder.

Article XI - Entire Agreement and Amendments

This instrument constitutes the entire Agreement between the PARTIES covering the subject matter. No modifications or amendments shall be valid unless in writing and signed by the PARTIES.

Article XII - Attorney's Fee

If any disputes should arise out of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

This AGREEMENT shall be construed in accordance with the laws of the State of Florida.

This AGREEMENT shall not be construed against the party who drafted the same as all parties have had experts of their choosing review the same.

Article XIII – Public Records

1. Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The 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 Board of Trustees (hereinafter referred to as "BOARD") in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the BOARD 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 BOARD 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 BOARD in a format that is compatible with the information technology systems of the BOARD.

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

Article XIIII – Renewal

This contract shall renew for a one (1) year period from July 1, 2016 to June 30, 2017.

Except as expressly amended above, the Agreement is hereby ratified and affirmed in all other respects.

flvs

FLORIDA VIRTUAL SCHOOL
Amendment 3
To:
Professional Services
RFQ-2013-7020-9003-LM

2017 DEC 26 PM 2:36

THIS THIRD AMENDMENT TO Professional Services Agreement (the "Third Amendment") is entered in to as of the 12th day of June 2017, (the "Effective Date"), by and between The Rubin Group ("COMPANY") and Florida Virtual School ("FLVS"). The following changes are hereby incorporated into the aforementioned Terms and Conditions of this Agreement.

WITNESSETH

WHEREAS, COMPANY and FLVS entered in to a Professional Services Agreement ("Agreement") with an effective date of September 9, 2013 and five (5) one year renewals options;

WHEREAS, COMPANY and FLVS now desire to modify the Agreement;

WHEREAS, COMPANY and FLVS agreed to the renewal of contract RFQ-2013-7020-9003-LM for an additional term of one (1) year;

Now, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. The parties agree that, except as modified herein, the terms and conditions of the Agreement remain in full force and effect.

2. This Third Amendment extends the existing term of the Agreement beginning July 1, 2017 to extend through to June 30, 2018.

3. This Amendment hereby adds Article XV - Thirty Day Termination Clause with the condition that either party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other party.

Except as expressly amended above, the Agreement is hereby ratified and affirmed in all other respects.

ACKNOWLEDGED AND AGREED BY:

Contractor: The Rubin Group

By (Authorized Signature)	Date Signed
[signature]	6-21-17

Printed Name and Title of Person Signing: William D. Rubin

Address: 450 East Las Olas Boulevard, Suite 1250 Fort Lauderdale FL33301

FLVS: Florida Virtual School

By (Authorized Signature)	Date Signed
[signature] FLVS	6/19/17

Printed Name and Title of Person Signing: Mr. Frank Kruppenbacher; General Counsel

Address: 2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835

FLVS, 15 of 15

CONSENT AGENDA ITEM #3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 24, 2019

SUBJECT: Partnership Between CFX and WFTV for Fiscal Year 2020 Safety Campaign

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Board approval is requested to enter into a partnership with WFTV, the local ABC affiliate, which is operated by Cox Media Group, to promote the Drive Smart Safety Campaign for FY20 in a not-to-exceed amount of $155,000.00.

CFX will work in partnership with WFTV to develop and produce video and digital media assets that will be distributed through the WFTV media platforms; online, on-air and on radio. CFX will be able to repurpose and distribute video and media assets developed during this partnership.

The Drive Smart Safety Campaign's objective is to reinforce safe driving habits. The rules of merging, maintaining a safe trailing distance, navigating work zones and steps to take after a car accident will be promoted.

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

Reviewed by: _____
Angela Melton
Manager of Communications

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Partnership Investment

CFX will have two (2) campaigns including "light" and "heavy" exposure months to ensure activity for the campaign each month.

Light Months (4) OCT,DEC, JAN,JUNE = $20,000 ($5,000 per month)

- Native Display Campaign on WFTV.com and Social Media
- WFTV NOW OTT
- I-4 Ultimate Sponsorship

Heavy Months (5)NOV,FEB,MAR,APR,MAY = $123,600 ($24,720 per month)

- Native Display and Social Campaign
- Creative of 2 new content pieces
- Daily Two Segments
- Broadcast TV schedule
- Radio Schedule
- Youtube/Trueview
- Social Campaign
- I-4 Ultimate Sponsorship
- WFTV.com Pre-Roll /Livestream
- WFTV.com Display
- WFTV NOW OTT

Total Media Investment = $143,600
Total Production Investment = $7,960

Total Safety Campaign Investment - $151,560

localsolutions
POWERED BY COX MEDIA GROUP

BILLING COMPANY:	
ADVERTISER:	Central Florida Expressway Authority
AGENCY:	
ADDRESS:	4974 Orl Tower Rd.
CITY/STATE/ZIP:	Orlando, FL 32807
SPONSORSHIP:	
CONTACT NAME:	Angela Melton
CONTACT PHONE:	(407) 690-5000
CONTACT EMAIL:	
RUN DATES:	10/11/2019 - 6/30/2020
TOTAL CONTRACT AMOUNT:	$151,560 9-month campaign
MONTHLY BILLING AMOUNT:	(Pre Production $7,960) Monthly billing TBD based on flight months

Terms And Conditions:

- 30-Day Cancellation required in writing.
- If Advertiser does not presently maintain credit with Publisher, payment will be made in advance, at the agreed upon rate set above.
- Advertising content subject to final review and approval by Publisher.

ADVERTISER

CMG REPRESENTATIVE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Partnership Key Elements

- **:30 Min Safety Show-** inclusive of five (5) 4-5 minute Safety segments to live on WFTV NOW
- **WFTV & WRDQ, Antenna Broadcast TV**– 150x :15 sec ROS CFX safety vignettes produced by 927 Creative. Two (2) additional spots to be produced.
- **WFTV.com Display** – 900,000 total estimated ROS display impressions
- **WFTV.com Takeovers** – 6 total Takeovers/Half Shade on WFTV.com
- **I-4 Ultimate Sponsor** – 100% SOV on WFTV.com's I-4 Ultimate page
- **Native Impressions** – 5.7 million total estimated native impressions (O&O, Social, Aud Ext)
- & creation of 2 pieces of content
- **WFTV.com Pre-Roll** – 100,000 total estimated pre-roll impressions on WFTV.com
- **WFTV Live Stream** – 132 estimated spots on WFTV's Live Stream platforms
- **Paid Social** – 6 month paid social campaign served to custom audience
- **TrueView YouTube** – 87,500 total estimated completed video views
- **Facebook Live** – 1 Facebook Live segment (pending News approval)
- ***The Daily Two*** – 5 *Daily Two* segments produced by 927 Creative, airing on WFTV and archived on WFTV.com

CONSENT AGENDA ITEM
#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EMORANDUM

: CFX Board Members

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

TE: September 16, 2019

BJECT: Construction Contract Modifications

orization 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 ($) October 2019	Total Amount ($) to Date*	Time Increase or Decrease
17-134	Hubbard Construction Co.	SR 417 Widening from Econ to Seminole County	$ 44,810,996.19	$ 153,680.36	$ (245,018.89)	$ 44,719,657.66	0
08-128	The Lane Construction Corp.	SR 408 from SR 417 to Alafaya Trail	$ 76,299,999.00	$ 2,086,966.42	$ 465,330.06	$ 78,852,295.48	42
08-628	ION Electric, LLC	SR 408 Guide Sign Replacements	$ 4,222,831.88	$ 94,204.84	$ 60,907.55	$ 4,377,944.27	0
				TOTAL	**$ 281,218.72**		

udes Requested Amount for this current month.

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

Project 417-134: SR 417 Widening from Econ to Seminole County
Hubbard Construction Co.
SA 417-134-1019-03

Plan Revisions 1 - 3

The issuance of Plan Revisions 1 through 3 required modifications to the existing pay items.

ADD THE FOLLOWING ITEM:

LED Fixture Type Change, RoadFocus to RoadStar at SR 417	$	130,102.08

INCREASE THE FOLLOWING ITEMS:

Excavation Regular	$	7,147.47
Type B Asphalt Base (BG 2)(4")	$	1,703.16
Milling Existing Asphalt Pavement (1 1/2" Avg Depth)	$	4,155.76
Superpave Asphaltic Conc, Traffic B	$	23,708.19
Superpave Asphaltic Conc, Traffic B (PG 76-22)	$	15,967.68
Superpave Asphaltic Conc, Traffic C	$	62,896.30
Superpave Asphaltic Conc, Traffic D (PG 76-22)	$	178,761.41
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
Reinforced Cement Concrete Pavement (12")	$	3,610.00
Sound Barriers/Noise Walls, Inc. Foundation	$	109.20
Conduit, 2-2" HDPE (Trench or Plow) (F&I)	$	718.38
Conduit, Directional Bore (F&I)	$	3,444.70
Conduit, Underground (F&I)	$	10,588.16
DCS Field Equipment, 4 Lanes (F&I)	$	45,925.68
DCS Field Equipment, Spare Parts (Furnish Only)	$	17,390.41
Electrical Conductors, Insulated, #4 (F&I)	$	2,482.50
Electrical Power Service Assembly (Adjust) (F&l)	$	1,295.07
Electrical Power Transformer (F&I)	$	1,784.92
Electrical Service Disconnect (Pole) (F&l)	$	17,010.18
Existing Fiber Optic Splice Enclosure Re-entry	$	957.22
Fiber Optic Cable (12 SM Fiber) (F&I)	$	3,620.43
Fiber Optic Fusion Splice	$	7,251.80
Fiber Optic Patch Panel, 72 Port (F&l)	$	13,161.70
FO Conduit, 6" BSP Outer Duct w/ 2-1" HDPE SDR 11, (Dir Bore) (F&I)	$	10,233.90
FO Conduit, 6" HDPE SDR 11 Outer Duct w/ 2-1" HDPE SDR 11 (Dir Bore) (F&I)	$	3,119.16
FO Conduit, 6" HDPE SDR 11 Outer Duct w/ 4-1" HDPE SDR 11, (Trench or Plow) (F&I)	$	2,670.34
ITS Device Cabinet (Relocate-All Types)	$	9,528.72
Large Fiber Optic Pull Box, 36" Diameter (F&I)	$	9,387.09
Light Pole Cable Distribution System, Conventional	$	9,537.36
Light Pole Complete, F&I, Standard Foundation, 130 MPH, 45'	$	39,048.80
Light Pole Complete, Remove Pole & Foundation	$	437.50
Lighting-Conductors, #8 to #6 (F&I)	$	6,157.17
Luminaire & Bracket Arm, Replace Luminaire & Arm on Existing Pole	$	7,667.20
Luminaire, Remove	$	2,005.95
Multi-Post Sign (101-200 SF)	$	10,491.39
Prestressed Concrete Pole (F&I) (Type P-II) (Service Pole)	$	22,530.20
Pull Box (F&I)	$	11,704.66
Pull Box (F&I)	$	1,064.06
Temporary Fiber Optic Cable (72 SM Fiber) (F&I)	$	7,074.34
	$	581,376.55

DECREASE THE FOLLOWING ITEMS:

Stabilization Type B	$	(793.35)
Milling Existing Asphalt Pavement (2 3/4" Avg Depth)	$	(6,996.24)
Milling Existing Asphalt Pavement (2" Avg Depth)	$	(6,733.20)
Milling Existing Asphalt Pavement (3/4" Avg Depth)	$	(4,038.06)
Miscellaneous Asphaltic Concrete	$	(59,019.99)
Asphaltic Friction Course - Inc Bit/ PG 76-22, FC-5	$	(114,998.45)
Superpave Asphaltic Conc, Traffic C (PG 76-22)	$	(358,186.53)
Superpave Asphaltic Conc, Traffic D	$	(212,843.10)
Concrete Manhole X 4 X 4 (F&I)	$	(31,970.70)
Conduit, 1-2" PVC, (Trench or Plow) (F&I)	$	(18,048.80)
Conduit, 2-2" HDPE (Directional Bore) (F&I)	$	(2,543.04)
Cut-to-Length Fiber Optic Jumper (F&I)	$	(502.56)
DCS Field Equipment (Remove)	$	(3,139.89)
DCS Field Equipment, 6 Lanes (F&I)	$	(24,149.17)
Electrical Conductors, Insulated, #2 (F&I)	$	(3,312.24)
Electrical Conductors, Insulated, #6 (F&I)	$	(56,390.20)
Electrical Power Transformer (F&I)	$	(1,784.92)
Fiber Optic Cable (72 SM Fiber) (F&I)	$	(5,066.88)
Fiber Optic Cable (Existing, Withdraw & Relocate)	$	(199.20)
Fiber Optic Cable Inventory	$	(321.13)
Fiber Optic Patch Panel, 12 Port (F&I)	$	(12,922.38)
Fiber Optic Splice Enclosure (72 Splice) (F&I)	$	(5,821.06)
Fiber Optic Splice Housing Inventory	$	(421.87)
FO Conduit, 2-1" HDPE SDR 11 (Trench or Plow) (F&I)	$	(312.48)
FO Conduit, 2-1" HDPE SDR 11, (Trench or Plow) (F&I)	$	(5,074.08)
FO Conduit, 6" HDPE SDR 11 Outer Duct w/ 9-1" HDPE SDR 11, (Dir Bore) (F&I)	$	(368.61)
FO Conduit, 9-1" HDPE SDR 11 (Trench or Plow) (F&I)	$	(3,592.04)
Gigabit Ethernet Field Switch (F&I)	$	(8,837.48)
ITS Device Cabinet (Base Mounted) (Heat Shield) (F&I)	$	(46,227.84)
ITS Device Cabinet (Remove - All Types)	$	(2,063.50)
Luminaire, F&I, Replace Ex. Luminaire on Ex. Pole/Arm Underdeck, Pendant Hung	$	(7,556.72)
Remote Power Manager/Environmental Sensor (F&I)	$	(2,252.92)
Small Fiber Optic Pull Box, 24" Dia, (F&I)	$	(13,802.10)
Temporary Fiber Optic Cable (12 SM Fiber) (F&I)	$	(255.55)
Temporary Fiber Optic Conduit (1-1" HDPE SDR 11) (Trench or Plow)	$	(328.50)
Temporary Fiber Optic Splice	$	(10,052.00)
Temporary Fiber Optic Splice Enclosure	$	(5,204.88)
Tubular Route Marker, Fiber	$	(1,066.80)
Tubular Route Marker, Power	$	(533.60)
Uninterruptible Power Supply (F&I)	$	(4,001.22)
	$	(1,041,733.28)

Subtotal: Plan Revisions 1 - 3	$	(330,254.65)

Dynamic Sign Changes

Arterial Dynamic Message Signs (ADMS) display real-time travel times for the CFX system. Modifications to four ADMS were recommended and implemented in order to provide enhanced screens and optimal line of sight to the signs for the traveling public.

ADD THE FOLLOWING ITEM:

ADMS Sign Change at OC-14, OC-15, OC-16 & OC-17	$	48,264.85

Temporary Attenuator Repair SB SR 417

The contract provides that the Contractor will be reimbursed by CFX for the cost to repair attenuators damaged through no fault of the Contractor.

ADD THE FOLLOWING ITEM:

Temporary Attenuator Repair at Sta. 1179+44, SB SR 417	$	16,626.31

Relocation of Existing Light Poles at NB SR 417

Four existing light poles were in direct conflict with the proposed sound wall along NB SR 417. The conflict required relocation of the existing light poles.

ADD THE FOLLOWING ITEM:

Relocation of Existing Light Poles at NB SR 417	$	20,344.60

TOTAL AMOUNT FOR PROJECT 417-134	**$**	**(245,018.89)**

Project 408-128: SR 408 from SR 417 to Alafaya Trail
The Lane Construction Corp.
SA 408-128-1019-08

Drainage near Dean Mainline Plaza

Adjustments were needed to the drainage system near SR 408 and the Dean Mainline Plaza due to high water encountered on the project.

ADD THE FOLLOWING ITEM:		
Drainage Modifications near Dean Mainline Plaza	$	44,827.88
INCREASE THE FOLLOWING ITEMS:		
Inlets, Dt. Bot., Type D<10	$	4,270.00
Manholes, P-8 <10'	$	5,760.00
Pipe Culvert, RCI, Round, 24" S/CD	$	28,470.00
Pipe Culvert, RCI, Round, 30" S/CD	$	65,408.00
Performance Turf Sod	$	4,750.00
	$	108,658.00
Subtotal: Drainage Modifications near Dean Mainline Plaza	$	153,485.88

Guardrail at Rouse Ramps and Pond 4B

Guardrail was not included in the plans at the Rouse Road ramps, adjacent to Pond 4B. Upon consideration of the configuration of this area, guardrail was added as an increased safety measure for the travelling public.

ADD THE FOLLOWING ITEM:		
Guardrail Rouse Ramps, Adjacent to Pond 4B	$	31,716.40
INCREASE THE FOLLOWING ITEMS:		
Miscellaneous Asphalt	$	4,806.00
Guardrail	$	4,500.00
Flared End Anchorage	$	12,441.60
Type II End Anchorage	$	1,500.00
Performance Turf Sod	$	1,928.50
	$	25,176.10
Subtotal: Guardrail at Rouse Ramps and Pond 4B	$	56,892.50

Lighting SR 408 Sta. 258 to 276

The plans depicted retrofitting some existing light poles with new luminaires. Due to the final configuration of the roadway, it was necessary to remove and reset the existing poles. These relocations required installation of additional conduit, conductor, pull boxes and replacement of mow pads. New pole cable distribution systems were also required due to the deteriorated condition of the existing equipment.

ADD THE FOLLOWING ITEM:		
Lighting Adjustments, SR 408 Sta. 258 to 276	$	33,194.33
INCREASE THE FOLLOWING ITEMS:		
Pull and Splice Box, F&I, 13"x24" Cover	$	4,272.00
Lighting Conductors, F&I, Insulated #8-6	$	3,310.56
Lighting Conductors, Remove	$	871.20
Light Pole Complete, Remove	$	3,204.00

Pole Cable Distribution System, Conventional	$	19,320.00
	$	30,977.76
Subtotal: Lighting on SR 408	$	64,172.09

Time Extension Associated with Items 1-3

Items 1-3 of this document provide details of contract changes associated with drainage near Dean Mainline Plaza, guardrail at Rouse ramps adjacent to Pond 4B and lighting along SR 408. The Contractor requested a 30-day time extension to accommodate the requested changes. The request was determined to be a fair and equitable resolution.

Increase Contract Time **30** Non-Compensable Calendar Days

Steel Tariff Material Cost Escalation

The FDOT published a memorandum that provided guidance to mitigate the cost effects of steel tariffs. This is full and complete settlement for escalated steel pile and guardrail material costs due to the implementation of tariffs.

ADD THE FOLLOWING ITEM:		
Steel Tariff Material Cost Escalation	$	137,789.66

Time Extension Associated with Hurricane Dorian

The Contractor's operations were affected by preparations for Hurricane Dorian and restrictions placed upon construction activities. The Contract affords CFX opportunity to consider a time extension for circumstances related to hurricanes and a declared State of Emergency.

Increase Contract Time **12** Non-Compensable Calendar Days

Oberry Hoover Drainage Adjustments

A storm drain inlet, additional pipe and improvements to a swale area were needed in order to prevent stormwater from breaching ditches and affecting adjacent property along Oberry Hoover Road.

ADD THE FOLLOWING ITEM:		
O'Berry Hoover Drainage Adjust, S-155	$	27,428.83
INCREASE THE FOLLOWING ITEMS:		
Inlets, Dt. Bot. Type B, J Bot, <10'	$	6,500.00
Pipe Culvert, RCP, Round 36" S/CD	$	13,420.00
Riprap, Rubble, F&I, Ditch Lining	$	471.20
Performance Turf Sod	$	5,169.90
	$	25,561.10
Subtotal: Oberry Hoover Drainage Adjustments	$	52,989.93

TOTAL AMOUNT FOR PROJECT 408-128	**$**	**465,330.06**

Project 408-628: SR 408 Guide Sign Replacements
ION Electric, LLC
SA 408-628-1019-03

Modify LED Driver Enclosures

The Contractor was directed to modify proposed lighting equipment for 52 sign structures and 5 underpasses where the existing sign and underdeck lighting is being upgraded. The modifications will allow for future remote, real-time monitoring of lighting conditions.

ADD THE FOLLOWING ITEM:		
Modify LED Driver Enclosures, LS	$	26,347.70

Replace Vertical Sign Hangers

Due to changes in the dimension of the proposed replacement sign panels it was determined that the existing sign hangers could not be reutilized for all overhead sign replacement locations. The FDOT standard index requires vertical sign hangers that are larger than the existing hangers. The Contractor was directed to utilize new sign hangers meeting the requirements of the FDOT 2017-18 standard index.

ADD THE FOLLOWING ITEMS:		
Sign Hangers, F&I, Overhead Mount, 101-200SF	$	19,748.49
Sign Hangers, F&I, Overhead Mount, 201-300SF	$	8,639.96
Sign Hangers, F&I, Overhead Mount, 401-500SF	$	3,702.84
Sign Hangers, F&I, Overhead Mount, 501-600SF	$	2,468.56
	$	34,559.85

TOTAL AMOUNT FOR PROJECT 408-628	**$**	**60,907.55**

CONSENT AGENDA ITEM #5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 23, 2019

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection (CEI) Consultant Services for SR 417 Widening from I-Drive to Landstar Blvd
Projects 417-141 and 417-142, Contract No. 001545

Letters of Interest for the referenced project was advertised on July 7, 2019. Responses were received from three (3) firms by the deadline. Those firms were: CDM Smith, Inc, Metric Engineering, Inc. and RK&K, LLP.

The Evaluation Committee was polled and unanimously agreed to shortlist all the firms. Technical Proposals were submitted for review and scoring. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on September 17, 2019. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

Ranking	Firm
1	CDM Smith, Inc.
2	Metric Engineering, Inc.
3	RK&K, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with CDM Smith, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with CDM Smith, Inc. are 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:
Ben Dreiling, PE
Director of Construction

LOI-001545 Technical Review Committee Meeting September 17, 2019 Minutes

Technical Review Committee for **Construction Engineering and Inspection (CEI) Consultant Services for SR 417 Widening from I-Drive to Landstar Blvd; Contract No. 001545,** held a duly noticed meeting on Tuesday, September 17, 2019 at 9:00 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Ben Dreiling, Director of Construction
Jack Burch, Resident Engineer
Glenn Pressimone, Chief of Infrastructure

Other Attendees:
Aneth Williams, Director of Procurement

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

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

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

FIRM	Points	Ranking
CDM Smith, Inc.	03	1
Metric Engineering, Inc.	06	2
RK&K	09	3

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

There being no other business to come before the Committee; the meeting was adjourned at 11:20 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, September 17, 2019, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Aneth Williams

Approved by: _____
Ben Dreiling

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

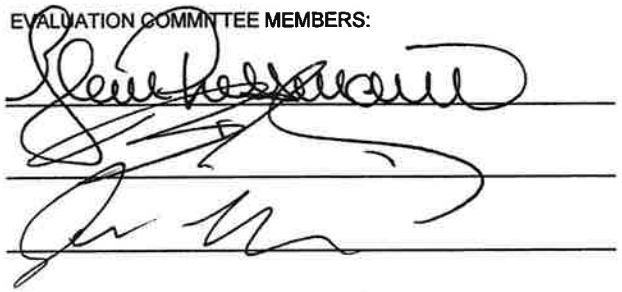
TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CONSULTANT SERVICES FOR SR 417 WIDENING FROM I-DRIVE TO LANDSTAR BLVD.

CONTRACT NO. 001545

CONSULTANT	Jack Burch Score	Ben Dreiling Score	Glenn Pressimone Score	TOTAL SCORE	RANKING
CDM SMITH, INC.	1	1	1	3	1
METRIC ENGINEERING, INC.	2	2	2	6	2
RK&K	3	3	3	9	3

EVALUATION COMMITTEE MEMBERS:



Tuesday, September 17, 2019

Tuesday, September 17, 2019

Tuesday, September 17, 2019

CONSENT AGENDA ITEM
#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 30, 2019

SUBJECT: Approval of Contract Awards to Ranger Construction Industries, Inc., Middlesex Corporation and Hubbard Construction Company for
Rapid Response Contract
Contract Nos. 001597, 001598 and 001599

An Invitation to Bid for qualified contractors to create a pool of rapid response contractors was advertised on July 14, 2019. Responses to the invitation were received from three (3) contractors by the August 20, 2019 deadline.

Ranger Construction Industries, Inc., Middlesex Corporation and Hubbard Construction Company were all selected. Contractors through competitive quotes, will be awarded asphalt task orders on an as needed basis.

Board award of contracts to the contractors listed above is requested. The terms of each contract will be for three years in the amount of $6,000,000.00, not to exceed $2,000,000.00 per year, or $300,000.00 per task order, per contract.

Reviewed by:

Ben Dreiling, PE
Director of Construction

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
RANGER CONSTRUCTION INDUSTRIES, INC.

RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)

CONTRACT NO. 001597

CONTRACT DATE: OCTOBER 10, 2019
CONTRACT AMOUNT: $6,000,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, TASK ORDER SAMPLE, PROPOSAL, ADDENDA AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, TASK ORDER SAMPLE, PROPOSAL, ADDENDA AND FORMS

FOR

RAPID RESPONSE AGREEMENT FOR ASPHALT WORK TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)

CONTRACT NO. 001597

OCTOBER 2019

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RAPID RESPONSE AGREEMENT 001597

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Rapid Response Agreement No. 001597

This Agreement is made this 10th day of October 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Ranger Construction Industries, Inc., a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 1200 Elboc Way, Winter Garden, FL. 34787, hereinafter "the CONTRACTOR."

RECITALS:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to institute a Rapid Response Program and retain the services of a pool of Florida Department of Transportation Pre-qualified CONTRACTORS to perform Asphalt Work through the issuance of written task orders as may be awarded to the CONTRACTOR by CFX; **and**

WHEREAS, on or about July 15, 2019, CFX issued an Invitation to Bid; Solicitation No. ITB001584 seeking Florida Department of Transportation Pre-qualified CONTRACTORS in Flexible Paving, and Hot Plant-Mixed Bituminous Course. Prequalification in Drainage, and Pavement Marking is also required; however, prequalification can be satisfied by the certification of the CONTRACTOR or by the certification of a subcontractor(s), a joint venture member, or partner to participate as part of the pool of qualified CONTRACTORS, and who will be required to submit quotes for Rapid Response Task Orders (RRTOs) or other response, and upon award, perform such tasks; **and**

WHEREAS, CONTRACTOR was one of three qualified firms that responded to the Invitation to Bid and was one of three qualified firms ultimately selected and awarded Agreement No. 001597; **and**

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

1. SERVICES TO BE PROVIDED

CFX does hereby retain CONTRACTOR to furnish continuing construction services for Asphalt work through a RRTO with estimated construction costs less than $300,000, as further described in **Exhibit A.** Required services will be specifically enumerated, described, and depicted in RRTOs authorizing performance of the specific project, task, or study, in the form substantially similar to **Exhibit B**, is hereby adopted and made part of this Agreement as completely as if incorporated herein. This Agreement alone does not authorize the performance of any work or require CFX to place any orders for work.

2. ISSUANCE OF RAPID RESPONSE TASK ORDER (RRTO) REQUEST FOR QUOTE (RFQ)

A. CFX will issue Rapid Response Task Order (RRTO) Request for Quotes (RFQs) to all qualified CONTRACTORS awarded through CFX Solicitation No. 001584 and award the RRTO RFQ to the lowest priced CONTRACTOR who can meet CFX's scheduled start and completion dates.

B. RRTO RFQs valued at $100,000 or less and greater than $100,000 shall be given a minimum of a three (3) day and five (5) day response times by qualified CONTRACTORS, respectively.

C. CONTRACTOR declares and agrees to faithfully submit responses to all RRTO RFQs issued under this Agreement either by submission of a Quote or a "No Quote" response as provided in the RRTO RFQ.

3. CONTRACTOR'S ELIGIBILITY TO PARTICIPATE IN RAPID RESPONSE TASK ORDER (RRTO) REQUEST FOR QUOTE (RFQ)

(a) The CONTRACTOR understands and agrees to the following to be eligible to participate in a RRTO RFQ issued under this Agreement the CONTRACTOR at the time the RRTO RFQ is issued must have:

i. An active registration and authorization with the Florida Department of State to do business in the State of Florida.

ii. A current Florida Department of Transportation Pre-Qualification in all required workgroups as specified in the recitals of this Agreement.

iii. Current Certificates of Insurance and Endorsements on file with the CFX Procurement Department.

(b) CONTRACTOR further understands and agrees:

i. CFX is not required to notify the CONTRACTOR of its ineligibility to participate in a RRTO RFQ.

ii. Ineligibility to participate in a RRTO RFQ shall be considered a "No Response" from the CONTRACTOR.

iii. Three (3) consecutive "No Response" responses to individual RRTO RFQs issued under this Agreement or a combination of five (5) "No Response" responses during the term of this Agreement may be grounds for immediate Termination.

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

4. ISSUANCE OF RAPID RESPONSE TASK ORDERS (RRTOs)

Authorization for performance of construction services by CONTRACTOR under this Agreement will be in the form of written RRTOs issued and executed by CFX and signed by CONTRACTOR. Each RRTO will describe the services required, state the dates for commencement and completion of work, establish the amount and method of payment, and the amount of liquidated damages, if any. CFX makes no covenant or promise as to the number of available tasks, nor that CONTRACTOR will perform any task for CFX during the term or course of this Agreement. CFX reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CFX to be in the best interest of CFX to do so.

The Agreement shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Agreement.

CFX does not guarantee that the services described in the Scope of Services will be assigned during the term of the Agreement. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other CONTRACTORS or CFX staff.

5. TERM AND NOTICE

The term of the Agreement will be three (3) years from the date of award from CFX, hereinafter "Agreement Term." Expiration of the term of this Agreement will have no effect upon RRTO's issued pursuant to this Agreement and prior to the Agreement expiration date. The obligations of both parties under such RRTO's will remain in effect until completion of the work authorized by the RRTO.

CFX shall have the right to immediately terminate or suspend the Agreement, in whole or in part, at any time upon notice for convenience for any reason or for cause for CONTRACTOR's material failure to perform the provisions of the Agreement or for Default. A Default includes: a) Failure to respond to a RRTO RFQ; b) Failure to perform a RRTO; or c) any other deficiency in performance. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification.

CFX reserves the right to immediately cancel or immediately terminate this Agreement in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Agreement 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.

6. AGREEMENT AMOUNT AND COMPENSATION FOR SERVICES

6.1 The Agreement Amount for the Agreement Term is $6,000,000.00, not to exceed a maximum of $2,000,000 per term year.

6.2 CFX agrees to pay CONTRACTOR for services performed in accordance with awarded RRTOs based on the unit prices provided in the CONTRACTOR's Bid to CFX Solicitation No. ITB001584 attached to this Agreement hereto as **Exhibit "C"** and incorporated by reference as though set forth fully herein.

6.3 Unit Prices offered in **Exhibit "C"** attached to this Agreement establishes the maximum allowable price to be offered in a RRTO Quote issued under this Agreement. CONTRACTOR further understands and agrees that quotes in response to RRTO RFQs that have unit prices that exceed the Maximum Allowable Price will automatically be reduced to the Maximum Allowable Price for that item and the total of the CONTRACTOR's Quote shall be corrected to reflect said changes.

6.4 Pricing for lump sum items such as but not limited to, Mobilization, Maintenance of Traffic, Clearing and Grubbing, and Removal of Existing Structures will be solicited in individual RRTO RFQs. Maximum Allowable Percentages for lump sum items of the total of the Unit Price work shall be determined by CFX on a per task basis and will be provided in individual RRTO RFQs. CONTRACTOR further understands and agrees that Quotes in response to RRTO RFQs that have lump sum prices that exceed the Maximum Allowable Percentage established by the CFX will automatically be reduced to the Maximum Allowable Percentage for that item and the total of the Quote shall be corrected to reflect said changes.

6.5 CONTRACTOR understands and agrees that Quotes in response to RRTO RFQs that have corrected prices may withdrawal their Quote by written request within 24 hours of notification from CFX without penalty.

7. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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 Agreement (including without limitation Agreement Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Agreement by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Agreement and continue in full force and effect as set forth above.

8. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, 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 Agreement. 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 Agreement without liability at its sole discretion.

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

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

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

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

9. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for Disadvantaged/Minority Business Enterprises and Women's Business Enterprises ("D/M/WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant D/M/WBE businesses the opportunity to participate in CFX's Agreements.

CONTRACTOR understands and agrees that RRTOs issued under this Agreement shall include a 15% D/M/WBE objective unless waived by CFX.

CONTRACTOR further understands and agrees to provide a good faith effort in achieving the 15% D/M/WBE objective as described in a RRTO.

10. CONTRACTOR INSURANCE AND RRTO CONSTRUCTION BOND

Anything contained herein to the contrary notwithstanding, during the term of the Agreement and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). 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 Agreement, 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 Agreement unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Contract number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Agreement execution:

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Pollution liability insurance, no liability insurance required herein shall be written under a “claims made” form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR’s obligation to maintain such insurance.

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

10.1 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. Insurance Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than having a minimum coverage of Five Million Dollars ($5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate for both General and Products and Completed Operations. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

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 for each Rapid Response Task Order 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 Rapid Response Task Order 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.

10.2 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 for bodily injury, death and property damage shall not be less than the Five Million Dollars ($5,000,000.00) for each accident.

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.

10.3 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 this Agreement.

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Agreement. 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.

10.4 Builder's Risk:

If a RRTO 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 Rapid Response Task Order 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 Rapid Response Task Order. 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.

10.5 Railroad Insurance:

For each RRTO, 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.

10.6 Pollution Legal/Environmental Legal Liability Insurance (CPL):

The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-RRTO 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.

10.7 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 statutory / $1,000,000;

10.8 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for

any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the CONTRACTOR so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the CONTRACTOR to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Agreement. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

10.9 RRTO Construction Bond:

For Task Orders estimated at $150,000 or greater, the CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of an awarded Rapid Response Task Order, an acceptable surety bond, in the form substantially similar to **Exhibit "D"**, in a sum equal to the amount of the Rapid Response Task Order. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Construction Bond. At CFX's sole discretion, Task Orders estimated at less than $150,000.00, may also require an acceptable surety bond as described herein.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Rapid Response Task Order) 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.

11. INDEMNITY

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

11.1 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Agreement 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:

11.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

11.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

11.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

11.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

11.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Agreement,

11.7 CONTRACTOR's failure to ensure compliance with the requirements of the Agreement by its employees, agents, officers, or subcontractors, or

11.8 CONTRACTOR's breach of any of the warranties or representations contained in this Agreement.

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 Agreement 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.

12. PRESS RELEASES

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

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Agreement and the

performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Agreement or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

13.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

13.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Agreement; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

13.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

13.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Agreement.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Agreement for the longer of:

13.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

13.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

13.7 Notwithstanding sections 13.5 and 13.6, the confidentiality and security provisions contained herein shall survive the term of this Agreement for ten (10) years beyond 13.5 and 13.6.

14. PERMITS, LICENSES, ETC.

Throughout the Term of the Agreement, 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.

15. NONDISCRIMINATION

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

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement 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 Agreement as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Agreement.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency

action. Adjustments of compensation and Agreement time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

Disputes specific to a Rapid Response Task Order shall be in accordance with the terms and conditions attached to the Rapid Response Task Order.

19. OTHER SEVERABILITY

If any section of this Agreement be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Agreement shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Agreement.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Agreement herein 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. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount

provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

22. APPLICABLE LAW; VENUE

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

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

24. INTERPRETATION

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

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Agreement:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Obligations upon expiration or termination of the Agreement; and

25.3 Any other term or terms of this Agreement which by their nature or context necessarily survive the expiration or earlier termination of the Agreement for their fulfillment.

26. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Agreement shall also be bound contractually to this and all applicable Florida statutory requirements.

27. E-VERIFY

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

28. APPROPRIATION OF FUNDS

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

29. RECITALS INCORPORATED

The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Construction

CENTRAL FLORIDA EXPRESSWAY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Ranger Construction Industries, Inc.
1200 Elboc Way
Winter Garden, FL. 33411
Attn: F. Scott Fowler

Ranger Construction Industries, Inc.
101 Sansbury's Way
West Palm Beach, FL. 33411
Attn: Robert Schafer

31. EXHIBITS

This Agreement references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Sample Rapid Response Task Order with Sample General Specification
Exhibit "C" CONTRACTOR's Bid to CFX Solicitation ITB-001584
Exhibit "D" Sample Public Construction Bond

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the parties as of the day and year first above written. This Agreement was awarded by CFX's Board of Directors at its meeting on October 10, 2019.

ACCEPTED AND AGREED TO BY:

RANGER CONSTRUCTION INDUSTRIES, INC.

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

32. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

Date: _____

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

_____
General Counsel for CFX

EXHIBIT "A"
SCOPE OF SERVICES

RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)
INVITATION TO BID NO. ITB001584

CFX is seeking multiple contractors to perform asphalt task orders under $300,000, as amended per Florida Statutes § 255.20(2). The adjusted task-order limit amount for calendar year 2019 for asphalt task orders is $383,168.13. The task order limit amount will be automatically adjusted for task commencing in subsequent years as per Florida Statutes § 255.20(2). It is the CFX's intention to award no greater than five (5) contracts under this solicitation. CFX however, has the discretion to expand the awardee pool of five (5) to include at least one Small Sustainable Business Enterprise or disadvantaged, minority, and women-owned business enterprise if neither are in the pool of awardees and the 6th low bid is designated Small Sustainable Business Enterprise (SSBE), Disadvantaged/Minority Business Enterprise or Women's Business Enterprise (D/M/WBE) bidder. Nevertheless, the number of contracts to be awarded will be determined by CFX. Quotes for individual construction tasks will be solicited to all awardees with the award going to the lowest priced contractor who can meet CFX's scheduled start and completion dates. Authorization for performance of services by Contractors under this Contract shall be in the form of written task orders.

The amounts listed above are in accordance with F.S. 255.20(2) which states "The threshold amount of $300,000 for construction, as specified in subsection (1), must be adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.

Project Amount	Index 1/1/2009	Index 1/7/2019	Difference	Project Cost with Inflation
$300,000.00	4782	6107.70	1.277227102	$383,168.13

The threshold amount for projects under this Agreement that are scheduled to begin year 2020 and 2021 will by automatically be adjusted to reflect the percentage change in the Engineering News-Record's Building Cost Index from January 1 of the year in which the project is scheduled to begin.

EXHIBIT "B"
RAPID RESPONSE TASK ORDER
Contract No.: _____,
Contract Title: Rapid Response Agreement for Asphalt Work
Task Order No. _____

Contractor: _____
Address: _____
_____

ATTACHMENTS TO THIS TASK ORDER:
[ ] scope of services (Attachment A)
[ ] plans (Attachment B)
[ ] technical specifications (Attachment B)
[ ] rate schedule from RFQ (Attachment C)
[ ] special provisions (Attachment D)
[ ] technical special provisions (Attachment D)
[ ] general specifications (By reference, included in CFX solicitation ITB001584)
[ ] _____

METHOD OF COMPENSATION
[ ] retainage shall be withheld see Gen Spec.
[ ] Unit Price
[ ] _____

TIME FOR COMPLETION: The Work to be provided by the CONTRACTOR shall be substantially completed as described in the special provisions (Attachment D). Failure to meet the completion time shall be grounds for Termination of both the Rapid Response Task Order and the Rapid Response Agreement for Default.

TASK ORDER AMOUNT: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this ____ day of _____, 20__, for the purposes stated herein.

CONTRACTOR	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: _____	By: _____
_____ (Title)	Director of Procurement
ATTEST:_____(Seal)	Print Name: _____
Date:_____	Date:_____

SAMPLE - SUBJECT TO MODIFICATION

ORIGINAL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)
INVITATION TO BID NO. ITB001584
PROPOSAL OF

Ranger Construction Industries, Inc.

(NAME)

1200 Elboc Way, Winter Garden, FL 34787 (407) 749-6266

(ADDRESS) (TELEPHONE NO.)

Submitted August 20, 2019

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the form of Agreement with exhibits. We have made a full examination of the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with Rapid Response Task Orders that may be issued under this Agreement that will include Plans, General Specifications, Technical Specifications, Special Provisions, the Bond, Standard Specifications and addenda, if any; and the requirements under them for the maximum prices shown on the Bid Form.

We, the undersigned, further understand and shall comply with subsection 20.055(5), Florida Statutes.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 1 Dated 08/09/19 Bidder and/or Representative Initial _____

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

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

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

Ranger Construction Industries, Inc.

Name of Bidder and/or Representative

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

The undersigned states that it is prequalified by the Florida Department of Transportation under Administrative Rule 14-22, Florida Administrative Code, in Flexible Paving, and Hot Plant-Mixed Bituminous Course. Prequalification in Drainage, and Pavement Marking is also required; however, prequalification can be satisfied by the certification of the Bidder or by the certification of a subcontractor(s), a joint venture member or partner.

Copies of all required current Certificates of Qualification in the specified classes of work are attached to the Bid. The undersigned acknowledges that failure to submit the certificates may result in rejection of the Bid and that prequalification is required irrespective of the Rapid Response Task Order amount.

Additional prequalification in other work groups may be necessary once a task is identified. Any additional prequalification that may be required can be satisfied by the Agreement awardee or by the certification of a subcontractor.

If applicable, the undersigned further agrees to furnish a sufficient and satisfactory Public Construction Bond in the sum of not less than 100 percent of the task order price of the work, as indicated by the approximate quantities shown within the task order, on a bonding company authorized to do business in Florida and acceptable to CFX.

The undersigned acknowledges that the Central Florida Expressway Authority officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the CFX.

Accompanying this Proposal is a letter issued by a surety meeting all requirements of the laws of Florida with the surety agent's name, address and telephone number stating that the bidder has the capacity to obtain a construction bond in an amount up to two million dollars ($2,000,000.00).

*

*

*

Ranger Construction Industries, Inc.

Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless CFX against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

Ranger Construction Industries, Inc.

Principal (Bidder)

By: F Scott Fowler

President or Vice President

Attest: _____

Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

JOINT VENTURE: NA

_____

Principal (Bidder)

By: _____

Attorney-in-Fact

INDIVIDUAL OR FIRM TRADING AS: NA

_____

Principal (Bidder)

Signature: _____

Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP: NA

_____

Principal (Bidder)

Signature: (1) _____

Co-Partner or General Partner

Signature: (2) _____

Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

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

BIDDER MUST EXECUTE THE ATTACHED AFFIDAVIT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)
INVITATION TO BID NO. ITB001584

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Orange

Before me, the undersigned authority, personally appeared F Scott Fowelr, who being

duly sworn, deposes and says he is Vice President
(Title)

of Ranger Construction Industries, Inc. (Firm) of Winter Garden, Florida (City and State)

the bidder submitting the attached Proposal for the work covered by CFX Invitation to Bid No. ITB001584.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named solicitation. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public Agreement lettings in any other state.

Corporation Must affix Seal

Ranger Construction Industries, Inc.
(Bidder)
By: F Scott Fowler
Title: Vice President

****

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this August 20, 2019 (Date),

by F Scott Fowler - Vice President (Name of Officer or agent, title of officer or agent)

of Ranger Construction Industries, Inc. (Name of Corporation acknowledging),

a Florida corporation, on behalf of the corporation. He/she is (State or place of incorporation)

personally known to me or has produced Personally Known (Type of identification)

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

Stacy L. Barber Notary Public, Commission No. FF 948938

(Name of Notary typed, printed or stamped)

STACY L. BARBER
Notary Public - State of Florida
Commission # FF 948938
My Comm. Expires Apr 19, 2020
Bonded through National Notary Assn.

Title or Type of Document NA (Optional)

Number of Pages NA Date of Document NA (Optional)

Signer(s) Other than Named Above NA (Optional)

(SEAL ABOVE)

NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. CFX will also disqualify such bidders on any work of CFX until such participant shall have been reinstated as a qualified bidder.

* *

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

* *

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DISADVANTAGED, MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE)
RAPID RESPONSE AGREEMENT POTENTIAL UTILIZATION SUMMARY FORM

CFX Agreement Number	140-19/JO	**Total Agreement Amount**	$6,000,000.00
Is this a Revised Utilization?		**If yes, enter revision number**	

Prime Contractor Name	Ranger Construction Industries, Inc.		
Prime Contractor Address	1200 Elboc Way, Winter Garden, Fl 34787		
Prime Contractor or FEID	59-2098662	**Is Prime Contractor a D/M/WBE Firm?**	No

Anticipated D/M/WBE Subcontractors		
Company Name:	Oglesby Construction, Inc.	**FEID No.:** 34-1233573
Address:	600 Hickman Circle, Sanford, Fl 32771	
Company Name:	Fausnight Stripe & Line, Inc.	**FEID No.:** 59-2556096
Address:	910 Charles St, Longwood, FL 32750	
Company Name:	Rinker Materials	**FEID No.:**
Address:	2313 Vulcan Road, Apopka, FL 32703	
Company Name:	Siles and Sons Inc.	**FEID No.:** 71-0972203
Address:	PO BOX 593470 Orlando, FL 32859	
Company Name:	Diamond C Logistics	**FEID No.:** 20-5809151
Address:	2729 W. Main St Leesburg, Florida 34748	
Company Name:		**FEID No.:**
Address:		
Company Name:		**FEID No.:**
Address:		
Company Name:		**FEID No.:**
Address:		

D/M/WBE Total Percentage Objective 15 %

NOTE: If the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted.

FOR USE BY CFX ONLY

D/M/WBE Total Percentage Objective % _____

Date _____ APPROVED _____ DISAPPROVED _____

Central Florida Expressway Authority
D/M/WBE Utilization Form

Prime Contractor: _____
CFX Project No.: _____

D/M/WBE Subcontractor

Name of Company: _____
Address: _____
_____

Phone: _____ Contact Person: _____

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

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)

_____
Signature/Title of D/M/WBE Representative Submitting Above Quote

---

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME AGREEMENTOR

Amount to be paid to D/M/WBE Manufacturer ($_____ x 1.00) $_____
Amount to be paid to D/M/WBE Supplier ($_____ x .60) $_____
Amount to be paid to D/M/WBE Subcontractor $_____

Total to D/M/WBE (toward Participation Objective) $_____

_____
Signature/Title of Prime Contractor's Representative

D/M/WBE Certified by: _____

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the D/M/WBE will be confirmed with the D/M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if CFX cannot confirm a quote, CFX may consider it just cause to consider the bid non-responsive and reject the bid.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

If awarded the Agreement, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and Sections 348.753, and 104.31, as it relates to work performed under the Agreement, which standards will by reference be made a part of the Agreement as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the CFX Code of Ethics, a copy of which is available on the CFX web site at www.CFXway.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Ranger Construction Industries, Inc.
Company Name

By: _____ F Scott Fowler

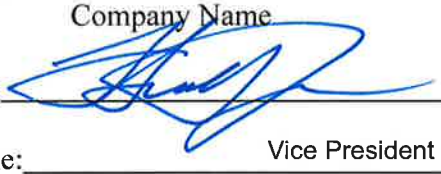
Title: Vice President

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

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

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

Ranger Construction Industries, Inc.
Company Name

By:  F Scott Fowler

Title: Vice President

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, Ranger Construction Industries, Inc., with a principal business address and phone number of 1200 Elboc Way, Winter Garden, FL. 34787, Phone: 407-749-6266, as Principal, and _____, with a principal business address and phone number of _____, a corporation duly registered and authorized to do business as surety in the State of Florida, as Surety, are bound to Central Florida Expressway Authority, with a principal business address and phone number of 4974 ORL Tower Road, Orlando, FL. 32807, (407)690-5000, the property owner and contracting public entity, herein called CFX, in the sum of _____ ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated October 10, 2019, between Principal and CFX for Task Order No. _____, Project Description inserted here, located at address or legal description inserted here, Contract No. 001597, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract Task Order No. _____; and

3. Pays CFX all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CFX sustains because of a default by Principal under the Contract Task Order No. _____; and

4. Performs the guarantee of all Work and materials furnished under the Contract Task Order No. _____for the time specified in the Contract Task Order No. _____, then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), Florida Statutes.

Any changes in or under the Contract Task Order Documents and compliance or noncompliance with any formalities connected with the Contract Task Order or the changes does not affect Surety's obligation under this bond.

Pursuant to Section 255.05(6), Fla. Stat., all payment bond forms used by a public owner and all payment bonds executed pursuant to this section by a surety shall make reference to this section by number, shall contain reference to the notice and time limitation provisions in subsections (2) and (10), and shall comply with the requirements of paragraph (1)(a).

SAMPLE - SUBJECT TO MODIFICATION

WITNESS the signature of the Principal (Contractor) and the signature of the Surety by

_____ its _____

_____
(Agent or Attorney-in-Fact, or otherwise)

with the seals of said Principal and Surety affixed this _____ day of _____ _____ in the year of 201_.

(Corporation must Affix Seal)

By _____

_____
Title

Attest: _____
Secretary

(Place Surety's Corporate Seal)

_____
Corporate Surety

By _____
Attorney-in-Fact

_____
Agent

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.

SAMPLE - SUBJECT TO MODIFICATION

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____
Secretary

Corporate Seal

SAMPLE - SUBJECT TO MODIFICATION

FOR SURETY

STATE OF FLORIDA
) ss

COUNTY OF ORANGE
)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the_____

_____

and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Central Florida Expressway Authority.

Subscribed and sworn to before me this ____ day of _____, 201_, A.D.

(Attach Power of Attorney)

_____

_____
Notary Public
State of Florida-at-Large

My Commission Expires:_____

Personally Known ____ or Produced Identification _____

Type of Identification Produced: _____

SAMPLE - SUBJECT TO MODIFICATION

TO:	All Planholders of Record
FROM	Aneth Williams, Director of Procurement
DATE:	August 8, 2019
SUBJECT:	Rapid Response for Asphalt; Contract No. 001584 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated July 2019, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

RESPONSES TO QUESTIONS RECEIVED

1. The following question was received from a potential bidder of record. CFX's response follows the question.

Q001: Can the requirement of "Hot Plant-Mixed Bituminous Course" be satisfied by certification by Subcontractor similar to the allowance of the drainage and pavement marking?

R: No.

END OF ADDENDUM NO. 1

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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:

1.3.0 **Agreement –** Agreement refers to the main agreement with each Contractor in the specified Rapid Response ("RR") pool, requiring responses to Requests for Quotes ("RFQ") for Rapid Response Task Orders ("RRTOs").

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 unit prices for the Contract, which will form the basis for the Quotes for RRTOs and RRTOs.

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 or RRTO -** The terms "Contract" or "RRTO" as used within the General Specifications means the RRTO issued for each project 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 Quote (including documentation accompanying the Quote and any post-Quote 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.

1.3.11 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.12 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.13 **Contractor** - The person, firm or corporation with whom CFX has entered into the Contract.

1.3.14 **Controlling Work Items** – The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.15 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.16 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include Extra Work.

1.3.17 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.18 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.19 **Engineer of Record** - The professional engineer or engineering firm, contracted with by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.20 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.21 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.22 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay".

1.3.23 **Force Account** – Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.24 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.25 **Inspector** – Agent of CFX through the CEI that will record day-to-day activities of construction and advise the Contractor regarding compliance with the Plans and Specifications of the Contract.

1.3.26 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.27 **Laboratory** – A Testing facility certified with the Florida Department of Transportation.

1.3.28 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.29 **Materials** - Any substances to be incorporated in the Work.

1.3.30 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.31 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform

the Contractor's obligations under the Contract Documents.

1.3.32 **Plans** - The drawings which show the scope, extent and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.33 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.34 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.35 **Rapid Response Task Order or RRTO** – Written authorization for performance of services in response to a Request for Quote ("RFQ") .

1.3.36 **Resident Project Representative** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.37 **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.

1.3.38 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.39 **Roadway** - The portion of a highway within the limits of construction.

1.3.40 **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.

1.3.41 **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.

1.3.42 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications or Standard Specifications.

1.3.43 **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.

1.3.44 **Specifications** - The directions, provisions and requirements contained in the General Specifications, Technical Specifications, Special Provisions and Standard Specifications.

1.3.45 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 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.

1.3.46 **State** - State of Florida

1.3.47 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.48 **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.

1.3.49 **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.

1.3.50 **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.

1.3.51 **Substructure** - All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.52 **Superintendent** - The Contractor's authorized representative responsible and in charge of the Work.

1.3.53 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.54 **Supplemental Agreement** - A written agreement between CFX and the Contractor modifying the Contract within the limitations set forth in these specifications.

1.3.55 **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.

1.3.56 **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.

1.3.57 **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.

1.3.58 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.3.59 **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.

1.3.60 **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.

1.3.61 **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, Special Provisions or Rapid Response Task Order.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as

described herein.

2.3.2 Increase, Decrease or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or

resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

considered work days on the project.

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

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

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

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

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

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

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

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

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

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

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

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

2.3.6 Omitted.

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 ten (10) 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 fifteen (15) 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 ten (10) 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 fifteen (15) 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 fifteen (15) 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 five (5) days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

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

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the

final calculations on which the bid was based;

20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

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

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

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site be shaped and

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

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

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

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

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

3.1.4 Shop Drawings

3.1.4.1. Definitions:

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

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

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

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

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI at the preconstruction conference, 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 order of precedent of the documents shall be as follows:

1. The Rapid Response Task Order (which is referred to as the Contract herein);
2. The Memorandum of Agreement (if any),
3. The Plans,
4. The Special Provisions,
5. The Technical Specifications,
6. The General Specifications,
7. The Standard Specifications, and
8. The Design Standards.

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 ten (10) days of the Project acceptance or termination of Work. Preparation of the record drawings shall be the responsibility of CFX. Retainage will not be released by CFX until the marked up prints and records have been submitted and accepted by CFX.

3.4 Pre-Award Meeting

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

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

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

3.5 Orders and Instructions

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

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

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

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

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible

for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

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

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

3.5.1.4 Prepare final record drawings.

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

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

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

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

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

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

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the

existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated

as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

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

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

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

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection,

it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors,

truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed

contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

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4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

1) Overloaded Equipment as defined in subarticle 5.6.2 above:
   a) Operating on or crossing over completed bridge structures.
   b) Operating on or crossing over partially completed bridge structures.

2) Equipment within legal load limits:
   a) Operating on or crossing over partially completed bridge structures.

3) Construction cranes:
   a) Operating on completed bridge structures.
   b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's

operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads
under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical

material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

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5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI

and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

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CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of

construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

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4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the

owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.
When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability

or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

See Rapid Response Agreement Section 10

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.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. CFX may, at their discretion, revise the allowable sublet percentage for select Rapid Response Task Orders. The granting or denying of consent to sublet work under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such

subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds $20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Working Schedule: Within five (5) calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within five (5) calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within five (5) calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor’s operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor’s commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as

not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least three (3) days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other

contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any

and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown

on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.

2. Riot that would endanger the well-being of Contractor's employees.

3. Earthquake.

4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.

5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:

a. Utility work actually affected progress toward completion of Work on the critical path.

b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.

8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.

2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or

3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:

a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
c. performs the Work unsuitably or neglects or refuses to remove Materials or;
d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
e. discontinues the prosecution of the Work or;
f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
g. fails to pay timely its subcontractors, suppliers or laborers or;
h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
i. becomes insolvent or is declared bankrupt or;
j. files for reorganization under the bankruptcy code or;
k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
m. makes an assignment for the benefit of creditors or;
n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.
If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by

CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers

and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor

shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than $5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than $100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than $100, except that for earthwork items, the aggregate change must exceed $5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will

take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the

accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The mark ups 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. In the event the sum of the Preliminary Order-of-Magnitude Estimate results in a Rapid Response Task Order total amount exceeding the allowable dollar limit set forth by CFX as governed by F.S. 255.20(2), CFX will be immediately notified and CFX has the right to reject the force Account Work as unauthorized.

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:

% Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2) The stockpiled material must be approved as meeting applicable specifications.

3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.

2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the

performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than ten (10) 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 fifteen (15) 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 fifteen (15) days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the fifteen (15) 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 fifteen (15) 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 use good faith efforts to meet or exceed a D/M/WBE Goal of 15% of the sum of the approved RRTOs in accordance with the Agreement (page P-6).

As to a specific RRTO, the Contractor shall meet or exceed the amounts to be paid to D/M/WBEs stated in the Contractor's RRTO D/M/WBE Utilization Form (page P-7 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 RRTO D/M/WBE Utilization Form will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Form is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Form. The revised Utilization Form shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

(1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

(2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;

(3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;

(4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of

the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) " Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.

5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into

subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

   (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

   (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

   2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

   3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;

2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;

3. the dollar value of the contracts awarded to D/M/WBEs;

4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;

5. a description of the general categories of contracts awarded to D/M/WBEs;

6. the specific efforts employed to identify and award contracts to D/M/WBEs;

7. maintenance of records of payments and monthly reports to CFX;

8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.

b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.

c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).

d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.

f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.

g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

a. Meeting opened by the Chairman of the Board.

b. Remarks by the CEI.

c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.

e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.

b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.

c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.

e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.

g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.

h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.

i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.

k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"),_____ ("Contractor")** and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ **("Members")**.

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I
DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II
SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may,

but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.

2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member

shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III
CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV
CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V
TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI
PAYMENT

The fees and expenses of all three Board Members for services rendered under this

Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Dollars ($1,000.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII
ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII
TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX
LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X
ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI
NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII
NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Print Name:_____
Title:_____

BOARD:

DISPUTES REVIEW BOARD

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Print Name:_____

CONTRACTOR:

By:_____
Print Name:_____
Title:_____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
THE MIDDLESEX CORPORATION

RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)

CONTRACT NO. 001598

CONTRACT DATE: OCTOBER 10, 2019
CONTRACT AMOUNT: $6,000,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, TASK ORDER SAMPLE, PROPOSAL, ADDENDA AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, TASK ORDER SAMPLE, PROPOSAL, ADDENDA AND FORMS

FOR

RAPID RESPONSE AGREEMENT FOR ASPHALT WORK TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)

CONTRACT NO. 001598

OCTOBER 2019

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RAPID RESPONSE AGREEMENT 001598

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Agreement No. 001598

Rapid Response Agreement No. 001598

This Agreement is made this 10th day of October 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and The Middlesex Corporation, a Foreign Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is One Spectacle Pond Road, Littleton, MA. 01460, hereinafter "the CONTRACTOR."

RECITALS:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to institute a Rapid Response Program and retain the services of a pool of Florida Department of Transportation Pre-qualified CONTRACTORS to perform Asphalt Work through the issuance of written task orders as may be awarded to the CONTRACTOR by CFX; **and**

WHEREAS, on or about July 15, 2019, CFX issued an Invitation to Bid; Solicitation No. ITB001584 seeking Florida Department of Transportation Pre-qualified CONTRACTORS in Flexible Paving, and Hot Plant-Mixed Bituminous Course. Prequalification in Drainage, and Pavement Marking is also required; however, prequalification can be satisfied by the certification of the CONTRACTOR or by the certification of a subcontractor(s), a joint venture member, or partner to participate as part of the pool of qualified CONTRACTORS, and who will be required to submit quotes for Rapid Response Task Orders (RRTOs) or other response, and upon award, perform such tasks; **and**

WHEREAS, CONTRACTOR was one of three qualified firms that responded to the Invitation to Bid and was one of three qualified firms ultimately selected and awarded Agreement No. 001598; **and**

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

1. SERVICES TO BE PROVIDED

CFX does hereby retain CONTRACTOR to furnish continuing construction services for Asphalt work through a RRTO with estimated construction costs less than $300,000, as further described in **Exhibit A.** Required services will be specifically enumerated, described, and depicted in RRTOs authorizing performance of the specific project, task, or study, in the form substantially similar to **Exhibit B**, is hereby adopted and made part of this Agreement as completely as if incorporated herein. This Agreement alone does not authorize the performance of any work or require CFX to place any orders for work.

2. ISSUANCE OF RAPID RESPONSE TASK ORDER (RRTO) REQUEST FOR QUOTE (RFQ)

A. CFX will issue Rapid Response Task Order (RRTO) Request for Quotes (RFQs) to all qualified CONTRACTORS awarded through CFX Solicitation No. 001584 and award the RRTO RFQ to the lowest priced CONTRACTOR who can meet CFX's scheduled start and completion dates.

B. RRTO RFQs valued at $100,000 or less and greater than $100,000 shall be given a minimum of a three (3) day and five (5) day response times by qualified CONTRACTORS, respectively.

C. CONTRACTOR declares and agrees to faithfully submit responses to all RRTO RFQs issued under this Agreement either by submission of a Quote or a "No Quote" response as provided in the RRTO RFQ.

3. CONTRACTOR'S ELIGIBILITY TO PARTICIPATE IN RAPID RESPONSE TASK ORDER (RRTO) REQUEST FOR QUOTE (RFQ)

(a) The CONTRACTOR understands and agrees to the following to be eligible to participate in a RRTO RFQ issued under this Agreement the CONTRACTOR at the time the RRTO RFQ is issued must have:

i. An active registration and authorization with the Florida Department of State to do business in the State of Florida.

ii. A current Florida Department of Transportation Pre-Qualification in all required workgroups as specified in the recitals of this Agreement.

iii. Current Certificates of Insurance and Endorsements on file with the CFX Procurement Department.

(b) CONTRACTOR further understands and agrees:

i. CFX is not required to notify the CONTRACTOR of its ineligibility to participate in a RRTO RFQ.

ii. Ineligibility to participate in a RRTO RFQ shall be considered a "No Response" from the CONTRACTOR.

iii. Three (3) consecutive "No Response" responses to individual RRTO RFQs issued under this Agreement or a combination of five (5) "No Response" responses during the term of this Agreement may be grounds for immediate Termination.

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

4. ISSUANCE OF RAPID RESPONSE TASK ORDERS (RRTOs)

Authorization for performance of construction services by CONTRACTOR under this Agreement will be in the form of written RRTOs issued and executed by CFX and signed by CONTRACTOR. Each RRTO will describe the services required, state the dates for commencement and completion of work, establish the amount and method of payment, and the amount of liquidated damages, if any. CFX makes no covenant or promise as to the number of available tasks, nor that CONTRACTOR will perform any task for CFX during the term or course of this Agreement. CFX reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CFX to be in the best interest of CFX to do so.

The Agreement shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Agreement.

CFX does not guarantee that the services described in the Scope of Services will be assigned during the term of the Agreement. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other CONTRACTORS or CFX staff.

5. TERM AND NOTICE

The term of the Agreement will be three (3) years from the date of award from CFX, hereinafter "Agreement Term." Expiration of the term of this Agreement will have no effect upon RRTO's issued pursuant to this Agreement and prior to the Agreement expiration date. The obligations of both parties under such RRTO's will remain in effect until completion of the work authorized by the RRTO.

CFX shall have the right to immediately terminate or suspend the Agreement, in whole or in part, at any time upon notice for convenience for any reason or for cause for CONTRACTOR's material failure to perform the provisions of the Agreement or for Default. A Default includes: a) Failure to respond to a RRTO RFQ; b) Failure to perform a RRTO; or c) any other deficiency in performance. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification.

CFX reserves the right to immediately cancel or immediately terminate this Agreement in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Agreement 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.

6. AGREEMENT AMOUNT AND COMPENSATION FOR SERVICES

6.1 The Agreement Amount for the Agreement Term is $6,000,000.00, not to exceed a maximum of $2,000,000 per term year.

6.2 CFX agrees to pay CONTRACTOR for services performed in accordance with awarded RRTOs based on the unit prices provided in the CONTRACTOR's Bid to CFX Solicitation No. ITB001584 attached to this Agreement hereto as **Exhibit "C"** and incorporated by reference as though set forth fully herein.

6.3 Unit Prices offered in **Exhibit "C"** attached to this Agreement establishes the maximum allowable price to be offered in a RRTO Quote issued under this Agreement. CONTRACTOR further understands and agrees that quotes in response to RRTO RFQs that have unit prices that exceed the Maximum Allowable Price will automatically be reduced to the Maximum Allowable Price for that item and the total of the CONTRACTOR's Quote shall be corrected to reflect said changes.

6.4 Pricing for lump sum items such as but not limited to, Mobilization, Maintenance of Traffic, Clearing and Grubbing, and Removal of Existing Structures will be solicited in individual RRTO RFQs. Maximum Allowable Percentages for lump sum items of the total of the Unit Price work shall be determined by CFX on a per task basis and will be provided in individual RRTO RFQs. CONTRACTOR further understands and agrees that Quotes in response to RRTO RFQs that have lump sum prices that exceed the Maximum Allowable Percentage established by the CFX will automatically be reduced to the Maximum Allowable Percentage for that item and the total of the Quote shall be corrected to reflect said changes.

6.5 CONTRACTOR understands and agrees that Quotes in response to RRTO RFQs that have corrected prices may withdrawal their Quote by written request within 24 hours of notification from CFX without penalty.

7. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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 Agreement (including without limitation Agreement Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Agreement by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Agreement and continue in full force and effect as set forth above.

8. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, 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 Agreement. 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 Agreement without liability at its sole discretion.

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

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

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

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

9. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for Disadvantaged/Minority Business Enterprises and Women's Business Enterprises ("D/M/WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant D/M/WBE businesses the opportunity to participate in CFX's Agreements.

CONTRACTOR understands and agrees that RRTOs issued under this Agreement shall include a 15% D/M/WBE objective unless waived by CFX.

CONTRACTOR further understands and agrees to provide a good faith effort in achieving the 15% D/M/WBE objective as described in a RRTO.

10. CONTRACTOR INSURANCE AND RRTO CONSTRUCTION BOND

Anything contained herein to the contrary notwithstanding, during the term of the Agreement and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). 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 Agreement, 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 Agreement unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Contract number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Agreement execution:

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Pollution liability insurance, no liability insurance required herein shall be written under a “claims made” form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR’s obligation to maintain such insurance.

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

10.1 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. Insurance Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than having a minimum coverage of Five Million Dollars ($5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate for both General and Products and Completed Operations. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

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 for each Rapid Response Task Order 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 Rapid Response Task Order 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.

10.2 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 for bodily injury, death and property damage shall not be less than the Five Million Dollars ($5,000,000.00) for each accident.

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.

10.3 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 this Agreement.

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Agreement. 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.

10.4 Builder's Risk:

If a RRTO 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 Rapid Response Task Order 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 Rapid Response Task Order. 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.

10.5 Railroad Insurance:

For each RRTO, 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.

10.6 Pollution Legal/Environmental Legal Liability Insurance (CPL):

The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-RRTO 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.

10.7 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 statutory / $1,000,000;

10.8 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for

any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the CONTRACTOR so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the CONTRACTOR to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Agreement. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

10.9 RRTO Construction Bond:

For Task Orders estimated at $150,000 or greater, the CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of an awarded Rapid Response Task Order, an acceptable surety bond, in the form substantially similar to **Exhibit "D"**, in a sum equal to the amount of the Rapid Response Task Order. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Construction Bond. At CFX's sole discretion, Task Orders estimated at less than $150,000.00, may also require an acceptable surety bond as described herein.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Rapid Response Task Order) 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.

11. INDEMNITY

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

11.1 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Agreement 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:

11.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

11.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

11.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

11.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

11.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Agreement,

11.7 CONTRACTOR's failure to ensure compliance with the requirements of the Agreement by its employees, agents, officers, or subcontractors, or

11.8 CONTRACTOR's breach of any of the warranties or representations contained in this Agreement.

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 Agreement 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.

12. PRESS RELEASES

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

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Agreement and the

performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Agreement or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

13.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

13.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Agreement; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

13.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

13.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Agreement.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Agreement for the longer of:

13.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

13.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

13.7 Notwithstanding sections 13.5 and 13.6, the confidentiality and security provisions contained herein shall survive the term of this Agreement for ten (10) years beyond 13.5 and 13.6.

14. PERMITS, LICENSES, ETC.

Throughout the Term of the Agreement, 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.

15. NONDISCRIMINATION

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

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement 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 Agreement as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Agreement.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency

action. Adjustments of compensation and Agreement time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

Disputes specific to a Rapid Response Task Order shall be in accordance with the terms and conditions attached to the Rapid Response Task Order.

19. OTHER SEVERABILITY

If any section of this Agreement be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Agreement shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Agreement.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Agreement herein 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. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount

provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

22. APPLICABLE LAW; VENUE

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

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

24. INTERPRETATION

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

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Agreement:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Obligations upon expiration or termination of the Agreement; and

25.3 Any other term or terms of this Agreement which by their nature or context necessarily survive the expiration or earlier termination of the Agreement for their fulfillment.

26. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Agreement shall also be bound contractually to this and all applicable Florida statutory requirements.

27. E-VERIFY

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

28. APPROPRIATION OF FUNDS

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

29. RECITALS INCORPORATED

The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Construction

CENTRAL FLORIDA EXPRESSWAY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: The Middlesex Corporation
One Spectacle Pond Road
Littleton, MA. 01460
Attn: David P. Socci

The Middlesex Corporation
10801 Cosmonaut Blvd.
Orlando, FL. 32824
Attn: Alfred Aponas

31. EXHIBITS

This Agreement references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Sample Rapid Response Task Order with Sample General Specification
Exhibit "C" CONTRACTOR's Bid to CFX Solicitation ITB-001584
Exhibit "D" Sample Public Construction Bond

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the parties as of the day and year first above written. This Agreement was awarded by CFX's Board of Directors at its meeting on October 10, 2019.

ACCEPTED AND AGREED TO BY:

THE MIDDLESEX CORPORATION

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

Date: _____

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

_____
General Counsel for CFX

EXHIBIT "A"
SCOPE OF SERVICES

RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)
INVITATION TO BID NO. ITB001584

CFX is seeking multiple contractors to perform asphalt task orders under $300,000, as amended per Florida Statutes § 255.20(2). The adjusted task-order limit amount for calendar year 2019 for asphalt task orders is $383,168.13. The task order limit amount will be automatically adjusted for task commencing in subsequent years as per Florida Statutes § 255.20(2). It is the CFX's intention to award no greater than five (5) contracts under this solicitation. CFX however, has the discretion to expand the awardee pool of five (5) to include at least one Small Sustainable Business Enterprise or disadvantaged, minority, and women-owned business enterprise if neither are in the pool of awardees and the 6th low bid is designated Small Sustainable Business Enterprise (SSBE), Disadvantaged/Minority Business Enterprise or Women's Business Enterprise (D/M/WBE) bidder. Nevertheless, the number of contracts to be awarded will be determined by CFX. Quotes for individual construction tasks will be solicited to all awardees with the award going to the lowest priced contractor who can meet CFX's scheduled start and completion dates. Authorization for performance of services by Contractors under this Contract shall be in the form of written task orders.

The amounts listed above are in accordance with F.S. 255.20(2) which states "The threshold amount of $300,000 for construction, as specified in subsection (1), must be adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.

Project Amount	Index 1/1/2009	Index 1/7/2019	Difference	Project Cost with Inflation
$300,000.00	4782	6107.70	1.277227102	$383,168.13

The threshold amount for projects under this Agreement that are scheduled to begin year 2020 and 2021 will by automatically be adjusted to reflect the percentage change in the Engineering News-Record's Building Cost Index from January 1 of the year in which the project is scheduled to begin.

EXHIBIT "B"
RAPID RESPONSE TASK ORDER
Contract No.: _____,
Contract Title: Rapid Response Agreement for Asphalt Work
Task Order No. _____

Contractor: _____
Address: _____
_____

ATTACHMENTS TO THIS TASK ORDER:
[ ] scope of services (Attachment A)
[ ] plans (Attachment B)
[ ] technical specifications (Attachment B)
[ ] rate schedule from RFQ (Attachment C)
[ ] special provisions (Attachment D)
[ ] technical special provisions (Attachment D)
[ ] general specifications (By reference, included in CFX solicitation ITB001584)
[ ] _____

METHOD OF COMPENSATION
[ ] retainage shall be withheld see Gen Spec.
[ ] Unit Price
[ ] _____

TIME FOR COMPLETION: The Work to be provided by the CONTRACTOR shall be substantially completed as described in the special provisions (Attachment D). Failure to meet the completion time shall be grounds for Termination of both the Rapid Response Task Order and the Rapid Response Agreement for Default.

TASK ORDER AMOUNT: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this ____ day of _____, 20__, for the purposes stated herein.

CONTRACTOR	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: _____	By: _____
_____ (Title)	Director of Procurement
ATTEST:_____(Seal)	Print Name: _____
Date:_____	Date:_____

SAMPLE - SUBJECT TO MODIFICATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, The Middlesex Corporation, with a principal business address and phone number of 10801 Cosmonaut Blvd., Orlando, FL. 32824, Phone: 407-206-0077, as Principal, and _____, with a principal business address and phone number of _____, a corporation duly registered and authorized to do business as surety in the State of Florida, as Surety, are bound to Central Florida Expressway Authority, with a principal business address and phone number of 4974 ORL Tower Road, Orlando, FL. 32807, (407)690-5000, the property owner and contracting public entity, herein called CFX, in the sum of _____ ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated October 10, 2019, between Principal and CFX for Task Order No. _____, Project Description inserted here, located at address or legal description inserted here, Contract No. 001598, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract Task Order No. _____; and

3. Pays CFX all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CFX sustains because of a default by Principal under the Contract Task Order No. _____; and

4. Performs the guarantee of all Work and materials furnished under the Contract Task Order No. _____for the time specified in the Contract Task Order No. _____, then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), Florida Statutes.

Any changes in or under the Contract Task Order Documents and compliance or noncompliance with any formalities connected with the Contract Task Order or the changes does not affect Surety's obligation under this bond.

Pursuant to Section 255.05(6), Fla. Stat., all payment bond forms used by a public owner and all payment bonds executed pursuant to this section by a surety shall make reference to this section by number, shall contain reference to the notice and time limitation provisions in subsections (2) and (10), and shall comply with the requirements of paragraph (1)(a).

SAMPLE - SUBJECT TO MODIFICATION

WITNESS the signature of the Principal (Contractor) and the signature of the Surety by

_____ its _____

_____

(Agent or Attorney-in-Fact, or otherwise)

with the seals of said Principal and Surety affixed this _____ day of _____ _____ in the year of 201_.

(Corporation must Affix Seal)

By _____

_____

Title

Attest: _____

Secretary

(Place Surety's Corporate Seal)

_____

Corporate Surety

By _____

Attorney-in-Fact

_____

Agent

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.

SAMPLE - SUBJECT TO MODIFICATION

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____
Secretary

Corporate Seal

SAMPLE - SUBJECT TO MODIFICATION

FOR SURETY

STATE OF FLORIDA
) ss

COUNTY OF ORANGE
)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the_____

_____

and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Central Florida Expressway Authority.

Subscribed and sworn to before me this ____ day of _____, 201_, A.D.

(Attach Power of Attorney)

_____

_____
Notary Public
State of Florida-at-Large

My Commission Expires:_____

Personally Known ____ or Produced Identification _____

Type of Identification Produced: _____

SAMPLE - SUBJECT TO MODIFICATION

TO:	All Planholders of Record
FROM	Aneth Williams, Director of Procurement
DATE:	August 8, 2019
SUBJECT:	Rapid Response for Asphalt; Contract No. 001584 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated July 2019, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

RESPONSES TO QUESTIONS RECEIVED

1. The following question was received from a potential bidder of record. CFX's response follows the question.

Q001: Can the requirement of "Hot Plant-Mixed Bituminous Course" be satisfied by certification by Subcontractor similar to the allowance of the drainage and pavement marking?

R: No.

END OF ADDENDUM NO. 1

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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:

1.3.0 **Agreement –** Agreement refers to the main agreement with each Contractor in the specified Rapid Response ("RR") pool, requiring responses to Requests for Quotes ("RFQ") for Rapid Response Task Orders ("RRTOs").

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 unit prices for the Contract, which will form the basis for the Quotes for RRTOs and RRTOs.

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 or RRTO -** The terms "Contract" or "RRTO" as used within the General Specifications means the RRTO issued for each project 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 Quote (including documentation accompanying the Quote and any post-Quote 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.

1.3.11 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.12 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.13 **Contractor** - The person, firm or corporation with whom CFX has entered into the Contract.

1.3.14 **Controlling Work Items** – The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.15 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.16 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include Extra Work.

1.3.17 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.18 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.19 **Engineer of Record** - The professional engineer or engineering firm, contracted with by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.20 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.21 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.22 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay".

1.3.23 **Force Account** – Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.24 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.25 **Inspector** – Agent of CFX through the CEI that will record day-to-day activities of construction and advise the Contractor regarding compliance with the Plans and Specifications of the Contract.

1.3.26 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.27 **Laboratory** – A Testing facility certified with the Florida Department of Transportation.

1.3.28 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.29 **Materials** - Any substances to be incorporated in the Work.

1.3.30 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.31 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform

the Contractor's obligations under the Contract Documents.

1.3.32 **Plans** - The drawings which show the scope, extent and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.33 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.34 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.35 **Rapid Response Task Order or RRTO** – Written authorization for performance of services in response to a Request for Quote ("RFQ") .

1.3.36 **Resident Project Representative** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.37 **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.

1.3.38 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.39 **Roadway** - The portion of a highway within the limits of construction.

1.3.40 **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.

1.3.41 **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.

1.3.42 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications or Standard Specifications.

1.3.43 **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.

1.3.44 **Specifications** - The directions, provisions and requirements contained in the General Specifications, Technical Specifications, Special Provisions and Standard Specifications.

1.3.45 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 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.

1.3.46 **State** - State of Florida

1.3.47 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.48 **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.

1.3.49 **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.

1.3.50 **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.

1.3.51 **Substructure** - All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.52 **Superintendent** - The Contractor's authorized representative responsible and in charge of the Work.

1.3.53 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.54 **Supplemental Agreement** - A written agreement between CFX and the Contractor modifying the Contract within the limitations set forth in these specifications.

1.3.55 **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.

1.3.56 **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.

1.3.57 **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.

1.3.58 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.3.59 **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.

1.3.60 **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.

1.3.61 **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, Special Provisions or Rapid Response Task Order.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as

described herein.

2.3.2 Increase, Decrease or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or

resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

considered work days on the project.

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

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

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

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

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

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

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

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

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

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

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

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

2.3.6 Omitted.

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 ten (10) 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 fifteen (15) 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 ten (10) 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 fifteen (15) 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 fifteen (15) 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 five (5) days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

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

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the

final calculations on which the bid was based;

20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

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

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

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site be shaped and

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

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

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

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

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

3.1.4 Shop Drawings

3.1.4.1. Definitions:

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

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

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

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

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI at the preconstruction conference, 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 order of precedent of the documents shall be as follows:

1. The Rapid Response Task Order (which is referred to as the Contract herein);
2. The Memorandum of Agreement (if any),
3. The Plans,
4. The Special Provisions,
5. The Technical Specifications,
6. The General Specifications,
7. The Standard Specifications, and
8. The Design Standards.

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 ten (10) days of the Project acceptance or termination of Work. Preparation of the record drawings shall be the responsibility of CFX. Retainage will not be released by CFX until the marked up prints and records have been submitted and accepted by CFX.

3.4 Pre-Award Meeting

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

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

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

3.5 Orders and Instructions

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

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

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

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

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible

for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

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

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

3.5.1.4 Prepare final record drawings.

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

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

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

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

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

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

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the

existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated

as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

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

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

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

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection,

it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors,

truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed

contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

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4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

1) Overloaded Equipment as defined in subarticle 5.6.2 above:
   a) Operating on or crossing over completed bridge structures.
   b) Operating on or crossing over partially completed bridge structures.

2) Equipment within legal load limits:
   a) Operating on or crossing over partially completed bridge structures.

3) Construction cranes:
   a) Operating on completed bridge structures.
   b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's

operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads
under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical

material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

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5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI

and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

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CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of

construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

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4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the

owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.
When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability

or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

See Rapid Response Agreement Section 10

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.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. CFX may, at their discretion, revise the allowable sublet percentage for select Rapid Response Task Orders. The granting or denying of consent to sublet work under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such

subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds $20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Working Schedule: Within five (5) calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within five (5) calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within five (5) calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor’s operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor’s commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as

not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least three (3) days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other

contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any

and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown

on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.

2. Riot that would endanger the well-being of Contractor's employees.

3. Earthquake.

4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.

5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:

a. Utility work actually affected progress toward completion of Work on the critical path.

b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.

8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.

2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or

3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:

a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
c. performs the Work unsuitably or neglects or refuses to remove Materials or;
d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
e. discontinues the prosecution of the Work or;
f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
g. fails to pay timely its subcontractors, suppliers or laborers or;
h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
i. becomes insolvent or is declared bankrupt or;
j. files for reorganization under the bankruptcy code or;
k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
m. makes an assignment for the benefit of creditors or;
n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.
If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by

CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers

and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor

shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than $5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than $100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than $100, except that for earthwork items, the aggregate change must exceed $5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will

take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the

accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The mark ups 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. In the event the sum of the Preliminary Order-of-Magnitude Estimate results in a Rapid Response Task Order total amount exceeding the allowable dollar limit set forth by CFX as governed by F.S. 255.20(2), CFX will be immediately notified and CFX has the right to reject the force Account Work as unauthorized.

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:

% Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2) The stockpiled material must be approved as meeting applicable specifications.

3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.

2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the

performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than ten (10) 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 fifteen (15) 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 fifteen (15) days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the fifteen (15) 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 fifteen (15) 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 use good faith efforts to meet or exceed a D/M/WBE Goal of 15% of the sum of the approved RRTOs in accordance with the Agreement (page P-6).

As to a specific RRTO, the Contractor shall meet or exceed the amounts to be paid to D/M/WBEs stated in the Contractor's RRTO D/M/WBE Utilization Form (page P-7 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 RRTO D/M/WBE Utilization Form will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Form is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Form. The revised Utilization Form shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

(1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

(2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;

(3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;

(4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of

the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) " Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.

5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into

subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

   (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

   (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

   2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

   3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;

2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;

3. the dollar value of the contracts awarded to D/M/WBEs;

4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;

5. a description of the general categories of contracts awarded to D/M/WBEs;

6. the specific efforts employed to identify and award contracts to D/M/WBEs;

7. maintenance of records of payments and monthly reports to CFX;

8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.

b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.

c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).

d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.

f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.

g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

a. Meeting opened by the Chairman of the Board.

b. Remarks by the CEI.

c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.

e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.

b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.

c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.

e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.

g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.

h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.

i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.

k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"),_____ ("Contractor")** and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ **("Members")**.

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I
DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II
SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may,

but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.

2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member

shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III
CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV
CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V
TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI
PAYMENT

The fees and expenses of all three Board Members for services rendered under this

Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Dollars ($1,000.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII
ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII
TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX
LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X
ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI
NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII
NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Print Name:_____
Title:_____

BOARD:

DISPUTES REVIEW BOARD

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Print Name:_____

CONTRACTOR:

By:_____
Print Name:_____
Title:_____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
HUBBARD CONSTRUCTION COMPANY

RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)

CONTRACT NO. 001599

CONTRACT DATE: OCTOBER 10, 2019
CONTRACT AMOUNT: $6,000,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, TASK ORDER SAMPLE, PROPOSAL, ADDENDA AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, TASK ORDER SAMPLE, PROPOSAL, ADDENDA AND FORMS

FOR

RAPID RESPONSE AGREEMENT FOR ASPHALT WORK TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)

CONTRACT NO. 001599

OCTOBER 2019

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RAPID RESPONSE AGREEMENT 001599

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Rapid Response Agreement No. 001599

This Agreement is made this 10th day of October 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Hubbard Construction Company, a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 1936 Lee Road, Suite 300, Winter Park, FL. 32789, hereinafter "the CONTRACTOR."

RECITALS:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to institute a Rapid Response Program and retain the services of a pool of Florida Department of Transportation Pre-qualified CONTRACTORS to perform Asphalt Work through the issuance of written task orders as may be awarded to the CONTRACTOR by CFX; **and**

WHEREAS, on or about July 15, 2019, CFX issued an Invitation to Bid; Solicitation No. ITB001584 seeking Florida Department of Transportation Pre-qualified CONTRACTORS in Flexible Paving, and Hot Plant-Mixed Bituminous Course. Prequalification in Drainage, and Pavement Marking is also required; however, prequalification can be satisfied by the certification of the CONTRACTOR or by the certification of a subcontractor(s), a joint venture member, or partner to participate as part of the pool of qualified CONTRACTORS, and who will be required to submit quotes for Rapid Response Task Orders (RRTOs) or other response, and upon award, perform such tasks; **and**

WHEREAS, CONTRACTOR was one of three qualified firms that responded to the Invitation to Bid and was one of three qualified firms ultimately selected and awarded Agreement No. 001599; **and**

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

1. SERVICES TO BE PROVIDED

CFX does hereby retain CONTRACTOR to furnish continuing construction services for Asphalt work through a RRTO with estimated construction costs less than $300,000, as further described in **Exhibit A.** Required services will be specifically enumerated, described, and depicted in RRTOs authorizing performance of the specific project, task, or study, in the form substantially similar to **Exhibit B**, is hereby adopted and made part of this Agreement as completely as if incorporated herein. This Agreement alone does not authorize the performance of any work or require CFX to place any orders for work.

2. ISSUANCE OF RAPID RESPONSE TASK ORDER (RRTO) REQUEST FOR QUOTE (RFQ)

A. CFX will issue Rapid Response Task Order (RRTO) Request for Quotes (RFQs) to all qualified CONTRACTORS awarded through CFX Solicitation No. 001584 and award the RRTO RFQ to the lowest priced CONTRACTOR who can meet CFX's scheduled start and completion dates.

B. RRTO RFQs valued at $100,000 or less and greater than $100,000 shall be given a minimum of a three (3) day and five (5) day response times by qualified CONTRACTORS, respectively.

C. CONTRACTOR declares and agrees to faithfully submit responses to all RRTO RFQs issued under this Agreement either by submission of a Quote or a "No Quote" response as provided in the RRTO RFQ.

3. CONTRACTOR'S ELIGIBILITY TO PARTICIPATE IN RAPID RESPONSE TASK ORDER (RRTO) REQUEST FOR QUOTE (RFQ)

(a) The CONTRACTOR understands and agrees to the following to be eligible to participate in a RRTO RFQ issued under this Agreement the CONTRACTOR at the time the RRTO RFQ is issued must have:

i. An active registration and authorization with the Florida Department of State to do business in the State of Florida.

ii. A current Florida Department of Transportation Pre-Qualification in all required workgroups as specified in the recitals of this Agreement.

iii. Current Certificates of Insurance and Endorsements on file with the CFX Procurement Department.

(b) CONTRACTOR further understands and agrees:

i. CFX is not required to notify the CONTRACTOR of its ineligibility to participate in a RRTO RFQ.

ii. Ineligibility to participate in a RRTO RFQ shall be considered a "No Response" from the CONTRACTOR.

iii. Three (3) consecutive "No Response" responses to individual RRTO RFQs issued under this Agreement or a combination of five (5) "No Response" responses during the term of this Agreement may be grounds for immediate Termination.

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

4. ISSUANCE OF RAPID RESPONSE TASK ORDERS (RRTOs)

Authorization for performance of construction services by CONTRACTOR under this Agreement will be in the form of written RRTOs issued and executed by CFX and signed by CONTRACTOR. Each RRTO will describe the services required, state the dates for commencement and completion of work, establish the amount and method of payment, and the amount of liquidated damages, if any. CFX makes no covenant or promise as to the number of available tasks, nor that CONTRACTOR will perform any task for CFX during the term or course of this Agreement. CFX reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by CFX to be in the best interest of CFX to do so.

The Agreement shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Agreement.

CFX does not guarantee that the services described in the Scope of Services will be assigned during the term of the Agreement. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other CONTRACTORS or CFX staff.

5. TERM AND NOTICE

The term of the Agreement will be three (3) years from the date of award from CFX, hereinafter "Agreement Term." Expiration of the term of this Agreement will have no effect upon RRTO's issued pursuant to this Agreement and prior to the Agreement expiration date. The obligations of both parties under such RRTO's will remain in effect until completion of the work authorized by the RRTO.

CFX shall have the right to immediately terminate or suspend the Agreement, in whole or in part, at any time upon notice for convenience for any reason or for cause for CONTRACTOR's material failure to perform the provisions of the Agreement or for Default. A Default includes: a) Failure to respond to a RRTO RFQ; b) Failure to perform a RRTO; or c) any other deficiency in performance. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification.

CFX reserves the right to immediately cancel or immediately terminate this Agreement in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Agreement 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.

6. AGREEMENT AMOUNT AND COMPENSATION FOR SERVICES

6.1 The Agreement Amount for the Agreement Term is $6,000,000.00, not to exceed a maximum of $2,000,000 per term year.

6.2 CFX agrees to pay CONTRACTOR for services performed in accordance with awarded RRTOs based on the unit prices provided in the CONTRACTOR's Bid to CFX Solicitation No. ITB001584 attached to this Agreement hereto as **Exhibit "C"** and incorporated by reference as though set forth fully herein.

6.3 Unit Prices offered in **Exhibit "C"** attached to this Agreement establishes the maximum allowable price to be offered in a RRTO Quote issued under this Agreement. CONTRACTOR further understands and agrees that quotes in response to RRTO RFQs that have unit prices that exceed the Maximum Allowable Price will automatically be reduced to the Maximum Allowable Price for that item and the total of the CONTRACTOR's Quote shall be corrected to reflect said changes.

6.4 Pricing for lump sum items such as but not limited to, Mobilization, Maintenance of Traffic, Clearing and Grubbing, and Removal of Existing Structures will be solicited in individual RRTO RFQs. Maximum Allowable Percentages for lump sum items of the total of the Unit Price work shall be determined by CFX on a per task basis and will be provided in individual RRTO RFQs. CONTRACTOR further understands and agrees that Quotes in response to RRTO RFQs that have lump sum prices that exceed the Maximum Allowable Percentage established by the CFX will automatically be reduced to the Maximum Allowable Percentage for that item and the total of the Quote shall be corrected to reflect said changes.

6.5 CONTRACTOR understands and agrees that Quotes in response to RRTO RFQs that have corrected prices may withdrawal their Quote by written request within 24 hours of notification from CFX without penalty.

7. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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 Agreement (including without limitation Agreement Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Agreement by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Agreement and continue in full force and effect as set forth above.

8. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, 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 Agreement. 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 Agreement without liability at its sole discretion.

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

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

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

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

9. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for Disadvantaged/Minority Business Enterprises and Women's Business Enterprises ("D/M/WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant D/M/WBE businesses the opportunity to participate in CFX's Agreements.

CONTRACTOR understands and agrees that RRTOs issued under this Agreement shall include a 15% D/M/WBE objective unless waived by CFX.

CONTRACTOR further understands and agrees to provide a good faith effort in achieving the 15% D/M/WBE objective as described in a RRTO.

10. CONTRACTOR INSURANCE AND RRTO CONSTRUCTION BOND

Anything contained herein to the contrary notwithstanding, during the term of the Agreement and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). 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 Agreement, 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 Agreement unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Contract number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Agreement execution:

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Excluding Pollution liability insurance, no liability insurance required herein shall be written under a “claims made” form.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR’s obligation to maintain such insurance.

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

10.1 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. Insurance Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than having a minimum coverage of Five Million Dollars ($5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate for both General and Products and Completed Operations. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

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 for each Rapid Response Task Order 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 Rapid Response Task Order 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.

10.2 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 for bodily injury, death and property damage shall not be less than the Five Million Dollars ($5,000,000.00) for each accident.

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.

10.3 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 this Agreement.

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Agreement. 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.

10.4 Builder's Risk:

If a RRTO 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 Rapid Response Task Order 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 Rapid Response Task Order. 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.

10.5 Railroad Insurance:

For each RRTO, 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.

10.6 Pollution Legal/Environmental Legal Liability Insurance (CPL):

The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-RRTO 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.

10.7 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 statutory / $1,000,000;

10.8 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for

any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the CONTRACTOR so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the CONTRACTOR to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Agreement. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

10.9 RRTO Construction Bond:

For Task Orders estimated at $150,000 or greater, the CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of an awarded Rapid Response Task Order, an acceptable surety bond, in the form substantially similar to **Exhibit "D"**, in a sum equal to the amount of the Rapid Response Task Order. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Construction Bond. At CFX's sole discretion, Task Orders estimated at less than $150,000.00, may also require an acceptable surety bond as described herein.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Rapid Response Task Order) 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.

11. INDEMNITY

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

11.1 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Agreement 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:

11.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

11.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

11.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

11.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

11.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Agreement,

11.7 CONTRACTOR's failure to ensure compliance with the requirements of the Agreement by its employees, agents, officers, or subcontractors, or

11.8 CONTRACTOR's breach of any of the warranties or representations contained in this Agreement.

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 Agreement 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.

12. PRESS RELEASES

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

13. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Agreement and the

performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Agreement or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

13.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

13.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Agreement; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

13.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

13.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Agreement, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Agreement.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Agreement for the longer of:

13.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

13.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

13.7 Notwithstanding sections 13.5 and 13.6, the confidentiality and security provisions contained herein shall survive the term of this Agreement for ten (10) years beyond 13.5 and 13.6.

14. PERMITS, LICENSES, ETC.

Throughout the Term of the Agreement, 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.

15. NONDISCRIMINATION

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

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement 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 Agreement as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Agreement.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency

action. Adjustments of compensation and Agreement time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

Disputes specific to a Rapid Response Task Order shall be in accordance with the terms and conditions attached to the Rapid Response Task Order.

19. OTHER SEVERABILITY

If any section of this Agreement be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Agreement shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Agreement.

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Agreement herein 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. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount

provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

22. APPLICABLE LAW; VENUE

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

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

24. INTERPRETATION

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

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Agreement:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Obligations upon expiration or termination of the Agreement; and

25.3 Any other term or terms of this Agreement which by their nature or context necessarily survive the expiration or earlier termination of the Agreement for their fulfillment.

26. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Agreement shall also be bound contractually to this and all applicable Florida statutory requirements.

27. E-VERIFY

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

28. APPROPRIATION OF FUNDS

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

29. RECITALS INCORPORATED

The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Construction

CENTRAL FLORIDA EXPRESSWAY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Hubbard Construction Company
1936 Lee Road, Suite 300
Winter Park, FL. 32789
Attn: P. Fredrick O'Dea, Jr.

Hubbard Construction Company
1936 Lee Road, Suite 300
Winter Park, FL. 32789
Attn: Patrick Sulliot

31. EXHIBITS

This Agreement references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Sample Rapid Response Task Order with Sample General Specification
Exhibit "C" CONTRACTOR's Bid to CFX Solicitation ITB-001584
Exhibit "D" Public Construction Bond

[SIGNATURES TO FOLLOW]

Agreement No. 001599

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the parties as of the day and year first above written. This Agreement was awarded by CFX's Board of Directors at its meeting on October 10, 2019.

ACCEPTED AND AGREED TO BY:

HUBBARD CONSTRUCTION COMPANY

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

Date: _____

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

_____
General Counsel for CFX

EXHIBIT "A"
SCOPE OF SERVICES

RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)
INVITATION TO BID NO. ITB001584

CFX is seeking multiple contractors to perform asphalt task orders under $300,000, as amended per Florida Statutes § 255.20(2). The adjusted task-order limit amount for calendar year 2019 for asphalt task orders is $383,168.13. The task order limit amount will be automatically adjusted for task commencing in subsequent years as per Florida Statutes § 255.20(2). It is the CFX's intention to award no greater than five (5) contracts under this solicitation. CFX however, has the discretion to expand the awardee pool of five (5) to include at least one Small Sustainable Business Enterprise or disadvantaged, minority, and women-owned business enterprise if neither are in the pool of awardees and the 6th low bid is designated Small Sustainable Business Enterprise (SSBE), Disadvantaged/Minority Business Enterprise or Women's Business Enterprise (D/M/WBE) bidder. Nevertheless, the number of contracts to be awarded will be determined by CFX. Quotes for individual construction tasks will be solicited to all awardees with the award going to the lowest priced contractor who can meet CFX's scheduled start and completion dates. Authorization for performance of services by Contractors under this Contract shall be in the form of written task orders.

The amounts listed above are in accordance with F.S. 255.20(2) which states "The threshold amount of $300,000 for construction, as specified in subsection (1), must be adjusted by the percentage change in the Engineering News-Record's Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.

Project Amount	Index 1/1/2009	Index 1/7/2019	Difference	Project Cost with Inflation
$300,000.00	4782	6107.70	1.277227102	$383,168.13

The threshold amount for projects under this Agreement that are scheduled to begin year 2020 and 2021 will by automatically be adjusted to reflect the percentage change in the Engineering News-Record's Building Cost Index from January 1 of the year in which the project is scheduled to begin.

EXHIBIT "B"
RAPID RESPONSE TASK ORDER
Contract No.: _____,
Contract Title: Rapid Response Agreement for Asphalt Work
Task Order No. _____

Contractor: _____
Address: _____
_____

ATTACHMENTS TO THIS TASK ORDER:
[ ] scope of services (Attachment A)
[ ] plans (Attachment B)
[ ] technical specifications (Attachment B)
[ ] rate schedule from RFQ (Attachment C)
[ ] special provisions (Attachment D)
[ ] technical special provisions (Attachment D)
[ ] general specifications (By reference, included in CFX solicitation ITB001584)
[ ] _____

METHOD OF COMPENSATION
[ ] retainage shall be withheld see Gen Spec.
[ ] Unit Price
[ ] _____

TIME FOR COMPLETION: The Work to be provided by the CONTRACTOR shall be substantially completed as described in the special provisions (Attachment D). Failure to meet the completion time shall be grounds for Termination of both the Rapid Response Task Order and the Rapid Response Agreement for Default.

TASK ORDER AMOUNT: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this ____ day of _____, 20__, for the purposes stated herein.

CONTRACTOR	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: _____	By: _____
_____ (Title)	Director of Procurement
ATTEST:_____(Seal)	Print Name: _____
Date:_____	Date:_____

SAMPLE - SUBJECT TO MODIFICATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)
INVITATION TO BID NO. ITB001584
PROPOSAL OF

Hubbard Construction Company
(NAME)

1936 Lee Rd St 300 Winter Park, FL 32789 (ADDRESS)

407-6455500 (TELEPHONE NO.)

Submitted August 20, 2019

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the form of Agreement with exhibits. We have made a full examination of the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with Rapid Response Task Orders that may be issued under this Agreement that will include Plans, General Specifications, Technical Specifications, Special Provisions, the Bond, Standard Specifications and addenda, if any; and the requirements under them for the maximum prices shown on the Bid Form.

We, the undersigned, further understand and shall comply with subsection 20.055(5), Florida Statutes.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 01 Dated 8/8/19 Bidder and/or Representative Initial MO

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

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

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

Hubbard Construction Company

Name of Bidder and/or Representative

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

The undersigned states that it is prequalified by the Florida Department of Transportation under Administrative Rule 14-22, Florida Administrative Code, in Flexible Paving, and Hot Plant-Mixed Bituminous Course. Prequalification in Drainage, and Pavement Marking is also required; however, prequalification can be satisfied by the certification of the Bidder or by the certification of a subcontractor(s), a joint venture member or partner.

Copies of all required current Certificates of Qualification in the specified classes of work are attached to the Bid. The undersigned acknowledges that failure to submit the certificates may result in rejection of the Bid and that prequalification is required irrespective of the Rapid Response Task Order amount.

Additional prequalification in other work groups may be necessary once a task is identified. Any additional prequalification that may be required can be satisfied by the Agreement awardee or by the certification of a subcontractor.

If applicable, the undersigned further agrees to furnish a sufficient and satisfactory Public Construction Bond in the sum of not less than 100 percent of the task order price of the work, as indicated by the approximate quantities shown within the task order, on a bonding company authorized to do business in Florida and acceptable to CFX.

The undersigned acknowledges that the Central Florida Expressway Authority officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the CFX.

Accompanying this Proposal is a letter issued by a surety meeting all requirements of the laws of Florida with the surety agent's name, address and telephone number stating that the bidder has the capacity to obtain a construction bond in an amount up to two million dollars ($2,000,000.00).

*

*

*

Hubbard Construction Company

Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless CFX against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

Hubbard Construction Company

Principal (Bidder)

By: _____

~~President or~~ Vice President P. Frederick O'Dea, Jr.

Attest: _____

~~Secretary (or~~ Assistant Secretary) William Dumas

(Affix
Corporate
Seal)

JOINT VENTURE:

_____

Principal (Bidder)

By: _____

Attorney-in-Fact

INDIVIDUAL OR FIRM TRADING AS:

_____

Principal (Bidder)

Signature: _____

Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

_____

Principal (Bidder)

Signature: (1) _____

Co-Partner or General Partner

Signature: (2) _____

Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

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

BIDDER MUST EXECUTE THE ATTACHED AFFIDAVIT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
RAPID RESPONSE AGREEMENT FOR ASPHALT TASK ORDERS UNDER $300,000, AS ADJUSTED PER FLORIDA STATUTES § 255.20(2)
INVITATION TO BID NO. ITB001584

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Orange

Before me, the undersigned authority, personally appeared P. Frederick O'Dea, Jr., who being duly sworn, deposes and says he is VP/CFO/SEC/TRES
(Title)
of Hubbard Construction Company (Firm) of Winter Park, Florida (City and State)

the bidder submitting the attached Proposal for the work covered by CFX Invitation to Bid No. ITB001584.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named solicitation. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public Agreement lettings in any other state.

Corporation Must
affix Seal

Hubbard Construction Company
(Bidder)
By: P. Frederick O'Dea, Jr.

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

****

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this August 13, 2019 (Date),

by P. Frederick O'Dea, Jr. - VP/CFO/SEC/TRES
(Name of Officer or agent, title of officer or agent)

of Hubbard Construction Company,
(Name of Corporation acknowledging)

a Florida corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced N/A
(Type of identification)

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

Notary Public, Commission No. FF959409

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

PEGGY JANDREW
MY COMMISSION # FF959409
EXPIRES February 10, 2020
(407) 398-0153 FloridaNotaryService.com

Title or Type of Document N/A (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above N/A (Optional)

(SEAL ABOVE)

NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. CFX will also disqualify such bidders on any work of CFX until such participant shall have been reinstated as a qualified bidder.

* *

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

* *

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DISADVANTAGED, MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE)
RAPID RESPONSE AGREEMENT POTENTIAL UTILIZATION SUMMARY FORM

CFX Agreement Number		**Total Agreement Amount**	$6,000,000.00
Is this a Revised Utilization?	No	**If yes, enter revision number**	

Prime Contractor Name	Hubbard Construction Company		
Prime Contractor Address	1936 Lee Road, Suite 300 Winter Park, FL 32789		
Prime Contractor or FEID	59-0594298	**Is Prime Contractor a D/M/WBE Firm?**	No

Anticipated D/M/WBE Subcontractors	
Company Name: TransPremier LLC	**FEID No.:** 65-1024796
Address: 7616 Narcoossee Rd Orlando, FL 32822	
Company Name: C Slagter Construction Inc	**FEID No.:** 45-4217764
Address: 3333 SW Westover Ct Palm City, FL 34990	
Company Name: Gosalia Concrete Construction Inc	**FEID No.:** 27-3534317
Address: 4607 N 56th Street Tampa, FL 33610	
Company Name:	**FEID No.:**
Address:	
Company Name:	**FEID No.:**
Address:	
Company Name:	**FEID No.:**
Address:	
Company Name:	**FEID No.:**
Address:	
Company Name:	**FEID No.:**
Address:	

D/M/WBE Total Percentage Objective 15 %

NOTE: If the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted.

FOR USE BY CFX ONLY

D/M/WBE Total Percentage Objective % _____

Date _____ APPROVED _____ DISAPPROVED _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

If awarded the Agreement, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and Sections 348.753, and 104.31, as it relates to work performed under the Agreement, which standards will by reference be made a part of the Agreement as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the CFX Code of Ethics, a copy of which is available on the CFX web site at www.CFXway.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Hubbard Construction Company
Company Name

By: P. Frederick O'Dea

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

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

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

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

Hubbard Construction Company

Company Name

By: P. Frederick O'Dea

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, Hubbard Construction Company, with a principal business address and phone number of 1936 Lee Road, Suite 300, Winter Park, FL. 32789, Phone: 407-645-5500, as Principal, and _____, with a principal business address and phone number of _____, a corporation duly registered and authorized to do business as surety in the State of Florida, as Surety, are bound to Central Florida Expressway Authority, with a principal business address and phone number of 4974 ORL Tower Road, Orlando, FL. 32807, (407)690-5000, the property owner and contracting public entity, herein called CFX, in the sum of _____ ($_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated October 10, 2019, between Principal and CFX for Task Order No. _____, Project Description inserted here, located at address or legal description inserted here, Contract No. 001599, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract Task Order No. _____; and

3. Pays CFX all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that CFX sustains because of a default by Principal under the Contract Task Order No. _____; and

4. Performs the guarantee of all Work and materials furnished under the Contract Task Order No. _____for the time specified in the Contract Task Order No. _____, then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), Florida Statutes.

Any changes in or under the Contract Task Order Documents and compliance or noncompliance with any formalities connected with the Contract Task Order or the changes does not affect Surety's obligation under this bond.

Pursuant to Section 255.05(6), Fla. Stat., all payment bond forms used by a public owner and all payment bonds executed pursuant to this section by a surety shall make reference to this section by number, shall contain reference to the notice and time limitation provisions in subsections (2) and (10), and shall comply with the requirements of paragraph (1)(a).

SAMPLE - SUBJECT TO MODIFICATION

WITNESS the signature of the Principal (Contractor) and the signature of the Surety by

_____ its _____

_____

(Agent or Attorney-in-Fact, or otherwise)

with the seals of said Principal and Surety affixed this _____ day of _____ _____ in the year of 201_.

(Corporation must Affix Seal)

By _____

_____

Title

Attest: _____

Secretary

(Place Surety's Corporate Seal)

_____

Corporate Surety

By _____

Attorney-in-Fact

_____

Agent

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.

SAMPLE - SUBJECT TO MODIFICATION

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____
Secretary

Corporate Seal

SAMPLE - SUBJECT TO MODIFICATION

FOR SURETY

STATE OF FLORIDA
) ss

COUNTY OF ORANGE
)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the_____

_____

and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Central Florida Expressway Authority.

Subscribed and sworn to before me this ____ day of _____, 201_, A.D.

(Attach Power of Attorney)

_____

_____
Notary Public
State of Florida-at-Large

My Commission Expires:_____

Personally Known ____ or Produced Identification _____

Type of Identification Produced: _____

SAMPLE - SUBJECT TO MODIFICATION

TO:	All Planholders of Record
FROM	Aneth Williams, Director of Procurement
DATE:	August 8, 2019
SUBJECT:	Rapid Response for Asphalt; Contract No. 001584 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated July 2019, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

RESPONSES TO QUESTIONS RECEIVED

1. The following question was received from a potential bidder of record. CFX's response follows the question.

Q001: Can the requirement of "Hot Plant-Mixed Bituminous Course" be satisfied by certification by Subcontractor similar to the allowance of the drainage and pavement marking?

R: No.

END OF ADDENDUM NO. 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
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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:

1.3.0 **Agreement –** Agreement refers to the main agreement with each Contractor in the specified Rapid Response ("RR") pool, requiring responses to Requests for Quotes ("RFQ") for Rapid Response Task Orders ("RRTOs").

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 unit prices for the Contract, which will form the basis for the Quotes for RRTOs and RRTOs.

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 or RRTO -** The terms "Contract" or "RRTO" as used within the General Specifications means the RRTO issued for each project 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 Quote (including documentation accompanying the Quote and any post-Quote 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.

1.3.11 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.12 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.13 **Contractor** - The person, firm or corporation with whom CFX has entered into the Contract.

1.3.14 **Controlling Work Items** – The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.15 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.16 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include Extra Work.

1.3.17 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.18 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.19 **Engineer of Record** - The professional engineer or engineering firm, contracted with by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.20 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.21 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.22 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay".

1.3.23 **Force Account** – Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.24 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.25 **Inspector** – Agent of CFX through the CEI that will record day-to-day activities of construction and advise the Contractor regarding compliance with the Plans and Specifications of the Contract.

1.3.26 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.27 **Laboratory** – A Testing facility certified with the Florida Department of Transportation.

1.3.28 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.29 **Materials** - Any substances to be incorporated in the Work.

1.3.30 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.31 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform

the Contractor's obligations under the Contract Documents.

1.3.32 **Plans** - The drawings which show the scope, extent and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.33 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.34 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.35 **Rapid Response Task Order or RRTO** – Written authorization for performance of services in response to a Request for Quote ("RFQ") .

1.3.36 **Resident Project Representative** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.37 **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.

1.3.38 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.39 **Roadway** - The portion of a highway within the limits of construction.

1.3.40 **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.

1.3.41 **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.

1.3.42 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications or Standard Specifications.

1.3.43 **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.

1.3.44 **Specifications** - The directions, provisions and requirements contained in the General Specifications, Technical Specifications, Special Provisions and Standard Specifications.

1.3.45 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 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.

1.3.46 **State** - State of Florida

1.3.47 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.48 **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.

1.3.49 **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.

1.3.50 **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.

1.3.51 **Substructure** - All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.52 **Superintendent** - The Contractor's authorized representative responsible and in charge of the Work.

1.3.53 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.54 **Supplemental Agreement** - A written agreement between CFX and the Contractor modifying the Contract within the limitations set forth in these specifications.

1.3.55 **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.

1.3.56 **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.

1.3.57 **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.

1.3.58 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

1.3.59 **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.

1.3.60 **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.

1.3.61 **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, Special Provisions or Rapid Response Task Order.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as

described herein.

2.3.2 Increase, Decrease or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or

resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

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

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

considered work days on the project.

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

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

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

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

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

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

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

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

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

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

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

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

2.3.6 Omitted.

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 ten (10) 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 fifteen (15) 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 ten (10) 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 fifteen (15) 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 fifteen (15) 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 five (5) days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

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

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the

final calculations on which the bid was based;

20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

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

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

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site be shaped and

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

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

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

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

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

3.1.4 Shop Drawings

3.1.4.1. Definitions:

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

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

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

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

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI at the preconstruction conference, 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 order of precedent of the documents shall be as follows:

1. The Rapid Response Task Order (which is referred to as the Contract herein);
2. The Memorandum of Agreement (if any),
3. The Plans,
4. The Special Provisions,
5. The Technical Specifications,
6. The General Specifications,
7. The Standard Specifications, and
8. The Design Standards.

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 ten (10) days of the Project acceptance or termination of Work. Preparation of the record drawings shall be the responsibility of CFX. Retainage will not be released by CFX until the marked up prints and records have been submitted and accepted by CFX.

3.4 Pre-Award Meeting

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

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

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

3.5 Orders and Instructions

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

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

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

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

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible

for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

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

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

3.5.1.4 Prepare final record drawings.

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

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

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

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

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

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

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the

existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated

as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

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

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

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

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

The CEI will make a semi-final inspection within 7 days after written notice from the Contractor of completion of the Project in its entirety. If, at the semi-final inspection,

it is determined that all pay item work has been installed and other conditions as defined in Section 1.3, the project will be deemed Substantially Complete. Further, if all construction provided for and contemplated by the Contract is complete and acceptable to the CEI, such inspection shall constitute the final inspection as described below.

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors,

truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed

contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

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4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

1) Overloaded Equipment as defined in subarticle 5.6.2 above:
   a) Operating on or crossing over completed bridge structures.
   b) Operating on or crossing over partially completed bridge structures.

2) Equipment within legal load limits:
   a) Operating on or crossing over partially completed bridge structures.

3) Construction cranes:
   a) Operating on completed bridge structures.
   b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's

operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads
under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical

material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

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5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI

and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

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CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of

construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

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4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the

owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.
When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability

or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

See Rapid Response Agreement Section 10

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.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. CFX may, at their discretion, revise the allowable sublet percentage for select Rapid Response Task Orders. The granting or denying of consent to sublet work under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such

subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds $20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Working Schedule: Within five (5) calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within five (5) calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within five (5) calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor’s operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor’s commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as

not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least three (3) days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other

contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any

and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown

on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.

2. Riot that would endanger the well-being of Contractor's employees.

3. Earthquake.

4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.

5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:

a. Utility work actually affected progress toward completion of Work on the critical path.

b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.

8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.

2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or

3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:

a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
c. performs the Work unsuitably or neglects or refuses to remove Materials or;
d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
e. discontinues the prosecution of the Work or;
f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
g. fails to pay timely its subcontractors, suppliers or laborers or;
h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
i. becomes insolvent or is declared bankrupt or;
j. files for reorganization under the bankruptcy code or;
k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
m. makes an assignment for the benefit of creditors or;
n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.
If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by

CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers

and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor

shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than $5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than $100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than $100, except that for earthwork items, the aggregate change must exceed $5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will

take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the

accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The mark ups 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. In the event the sum of the Preliminary Order-of-Magnitude Estimate results in a Rapid Response Task Order total amount exceeding the allowable dollar limit set forth by CFX as governed by F.S. 255.20(2), CFX will be immediately notified and CFX has the right to reject the force Account Work as unauthorized.

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:

% Contract Amount Completed	Amount Retained
0 to 75	None
75 to 100	10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2) The stockpiled material must be approved as meeting applicable specifications.

3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.

2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the

performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than ten (10) 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 fifteen (15) 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 fifteen (15) days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the fifteen (15) 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 fifteen (15) 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 use good faith efforts to meet or exceed a D/M/WBE Goal of 15% of the sum of the approved RRTOs in accordance with the Agreement (page P-6).

As to a specific RRTO, the Contractor shall meet or exceed the amounts to be paid to D/M/WBEs stated in the Contractor's RRTO D/M/WBE Utilization Form (page P-7 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 RRTO D/M/WBE Utilization Form will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Form is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Form. The revised Utilization Form shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

(1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

(2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;

(3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;

(4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of

the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) " Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.

5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into

subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

   (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

   (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

   2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

   3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;

2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;

3. the dollar value of the contracts awarded to D/M/WBEs;

4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;

5. a description of the general categories of contracts awarded to D/M/WBEs;

6. the specific efforts employed to identify and award contracts to D/M/WBEs;

7. maintenance of records of payments and monthly reports to CFX;

8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.

b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.

c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).

d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.

f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.

g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

a. Meeting opened by the Chairman of the Board.

b. Remarks by the CEI.

c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.

e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.

b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.

c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.

e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.

g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.

h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.

i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.

k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"),_____ ("Contractor")** and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ **("Members")**.

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I
DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II
SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may,

but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.

2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member

shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III
CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV
CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V
TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI
PAYMENT

The fees and expenses of all three Board Members for services rendered under this

Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Dollars ($1,000.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII
ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII
TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX
LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X
ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI
NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII
NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Print Name:_____
Title:_____

BOARD:

DISPUTES REVIEW BOARD

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Print Name:_____

CONTRACTOR:

By:_____
Print Name:_____
Title:_____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

CONSENT AGENDA ITEM
#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: October 3, 2019

SUBJECT: Approval of Resolution for Project of Critical Concern
SR 528/SR 436 Interchange Improvements
Project 528-143

Board approval is requested to adopt the attached resolution identifying the referenced project as a Project of Critical Concern. The work will include, but are not limited to, widening SR 528, construction of seven (7) new bridge structures, utility relocation/coordination, drainage, grading, paving, signage, striping, lighting, ITS and other incidentals necessary for the proposed improvements under a compressed schedule.

The process for selecting a construction contractor for a Project of Critical Concern includes evaluation and scoring of information submitted by interested contractors in response to a qualification's package/questionnaire prepared by CFX. The submittal is evaluated and scored by a Qualification Committee. A minimum of three (3) contractors receiving the highest scores after the evaluation and scoring is completed are shortlisted. Each contractor is identified as a "Most Qualified Contractor" and given the opportunity to bid on the project. The award of the contract is based on the lowest responsive and responsible bid received pursuant to a competitive, sealed bid process among the "Most Qualified Contractors".

Reviewed by: _____
P.K Ben Dreiling
Director of Construction

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

WWW.CFXWAY.COM

Resolution No. 2019-_____

A RESOLUTION OF
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TO DECLARE PROJECT 528-143
AS A PROJECT OF CRITICAL CONCERN

WHEREAS, Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary or convenient for conducting its business; and

WHEREAS, CFX's Procurement Procedures Manual provides for the selection of the "most qualified" contractors for "Projects of Critical Concern" by employing a process to select a pool of the most qualified contractors based upon criteria and them competitively bidding the project with the pool of most qualified contractors based on the lowest price; and

WHEREAS, CFX has identified certain construction projects which, because of their magnitude, complexity, or impact upon the system, occupy prominent positions on the critical path of CFX's system development and operations. These projects are designated as "Projects of Critical Concern." Selection of the contractors for these projects shall employ a process based on criteria other than the lowest price received pursuant to a sealed bid process.

WHEREAS, CFX desires to identify Project 528-143, State Road (S.R.) 528 / S.R. 436 Interchange Improvements, as a Project of Critical Concern. Construction activities will include, but are not limited to, widening S.R. 528, construction of seven (7) new bridge structures, utility relocation/coordination, drainage, grading, paving, signage, striping, lighting, ITS and other incidentals necessary for the proposed improvements under a compressed schedule.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. Project 528-143, S.R. 528/S.R. 436 Interchange Improvements, is hereby designated as a Project of Critical Concern.

Section 2. Contractors seeking the "Most Qualified" designation for this project shall be prequalified by FDOT in Major Bridge – Curved Steel Girders, Drainage, Grading, and Flexible Paving, and complete and submit a Contractor Qualification Package ("Package") for evaluation and scoring by a qualification committee established by CFX.

Section 3. The Qualification Evaluation Process shall follow the procedures set forth below.

A. A Qualifications Committee (the "Committee") will be established by CFX to review, evaluate and rank each Package submitted. The Committee will be comprised of at least five (5) persons with background, experience and/or professional credentials in roadway and bridge design, construction, or finance.

B. Each member of the Committee will receive a copy of each Package submitted and will review the Package prior to a meeting of the Committee for responsiveness to the qualification submittal requirements. A Committee member may contact references and investigate the contractor's response to the submittal criteria and qualifications.

C. During the process of evaluation, the Committee will evaluate and score each Package. The Committee may contact references and conduct examinations of the contractor's response to the submittal criteria and qualifications.

1. Those not meeting the minimum pre-qualifications will be determined to be non-responsive.

2. The Committee will review each Package to all of the requirements and requested information. Packages (or portions thereof) determined to be incomplete will be so marked and receive a lower score or determined to be non-responsible or non-responsive as applicable. A responsible contractor is a contractor with the capability in all respects (including fiscal) to perform fully the critical concern contract requirements and the integrity and reliability to assure good faith performance.

3. The categories of evaluation criteria shall be equally weighted and include:

   (i) safety
   (ii) financial
   (iii) performance history
   (iv) resources
   (v) approach

   With respect to the categories set forth above, the contractors will be asked to provide detailed information for review and evaluation by the Committee. The Package submitted shall be sufficiently complete to enable the Committee to ascertain that the contractor understands the requirements and is technically and financially capable of performing the required work.

4. At least three (3) Contractors meeting these and other criteria, based on the evaluation and scoring of the Committee, shall be identified as a "Most Qualified Contractor" and be given the opportunity to submit sealed bid on this Project of Critical Concern.

Section 4. When CFX is prepared to proceed with Project 528-143, each Most Qualified Contractor will be invited to the scope of the project meeting and receive a bid package covering the project. The award of the contract for this project shall be based on the lowest responsive and responsible bid received pursuant to a competitive, sealed bid process among the Most Qualified Contractors.

Section 5. CFX intends to include the following provisions in this contract:

A. Contractor's key personnel, as determined by CFX, will be identified by name in the contract and will be required to remain on the project until completion unless released earlier by CFX or no longer employed by the Contractor.
B. Flexible Start within 120 days of Notice to Proceed
C. Incentive/Disincentive
D. Liquidated Damages
E. Lane Rental

Section 6. Dispute Procedure. Each contractor who submitted a response and who alleges an omission, error, mistake, incorrect evaluation or ranking of its Package must file a Notice of Dispute in writing within three (3) business days of the posting of the Notice of Most Qualified Contractors. Such a Notice of Dispute shall be filed with CFX's Procurement Director. The Notice of Dispute shall specifically state that the contractor is disputing the Notice of Most Qualified Contractors and shall state with specificity and particularity the basis of the dispute. The timely filing of the Notice of Dispute is a jurisdictional requirement and failure to timely file a Notice of Dispute constitutes a waiver of the right to challenge the Committee's determination. The Procurement Director, in conjunction with the requesting department, will review the Notice of Dispute, and has the authority to: (a) reject the dispute and proceed with the Committee's determination; (b) accept the dispute, in whole or in part, and determine an appropriate course of action, including reconvening the Committee; or (c) reject all submittal Packages. The Procurement Director's decision is final.

Section 7. This resolution shall take effect immediately upon adoption by CFX governing Board.

ADOPTED this _____ day of _____, 2019

_____
Jay Madera, Chairman

ATTEST:_____
Regla (Mimi) Lamaute
Board Service Coordinator

Approved as to form

_____
Linda Brehmer Lanosa
Deputy General Counsel

CONSENT AGENDA ITEM #8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 28, 2019

SUBJECT: Approval of Supplemental Agreement No. 3 with DRMP, Inc.
for Additional Design Services for
SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road
Project 528-143, Contract No. 001314

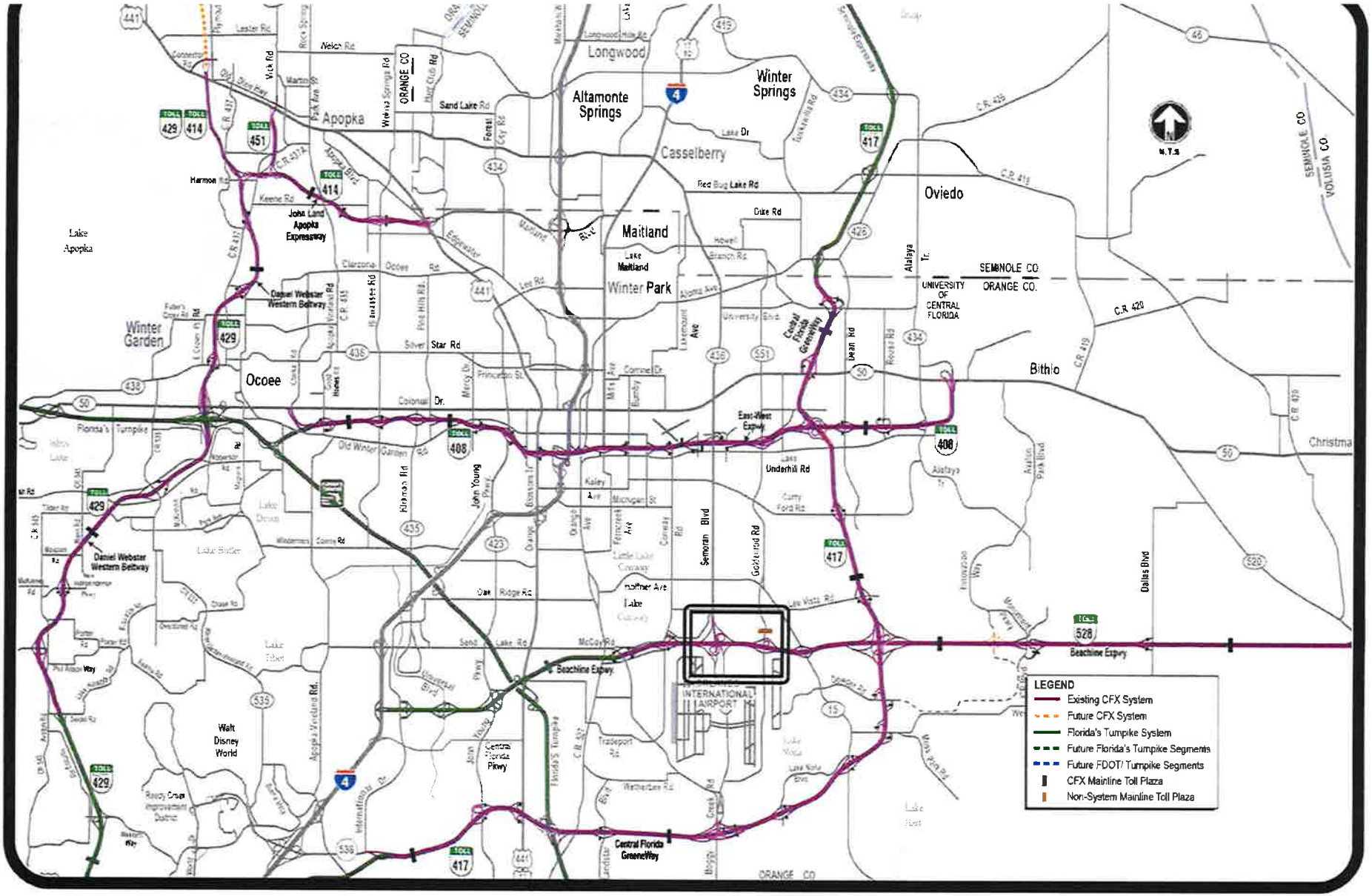
Board approval is requested for Supplemental Agreement No. 3 with DRMP, Inc. in the not-to-exceed amount of $291,040.30.

These services include updating the drainage design plans to accommodate for future landscaping areas, utility relocation design and video renderings for public meetings and presentations.

Original Contract Amount	$6,050,000.00
Supplemental Agreement No. 1	$ 526,668.10
Supplemental Agreement No. 2	$ 21,414.48
Supplemental Agreement No. 3	$ 291,040.30
Total Revised Contract Amount	$6,889,122.88

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

Reviewed by:
Will Hawthorne, PE
Director of Engineering



Project Location Map for

S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road (528-143)

Project 528-143
Contract 001314

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road

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

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 8th day of March 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's September 5, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    a. The Salary Related Costs are adjusted upward by $161,076.50 to $4,774,220.83.
    b. The Design Survey – Office (Prime) remains unchanged at $65,525.48.
    c. The Design Survey – Field (Prime) remains unchanged at $266,197.83.
    d. The Direct Expenses (Lump Sum) remains unchanged at $49,962.89.
    e. The Direct Expenses (Limiting Amount) is adjusted upward by $1,000.00 to $1,000.00.
    f. The Subcontract Items are adjusted upward by $128,963.80 to $1,732,215.85.
    g. The Allowance remains unchanged at $0.00.

    The Total Maximum Limiting Amount is adjusted upward by $291,040.30 to $6,889,122.88.
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

DRMP, INC.

Witness:_____ By:_____

Print Name: Title:

Approved as to form and execution, only.

_____

General Counsel for CFX

\\dfsprd1\Store\Departments\Engineering\General\528-143 SR 528 - SR 436 Interchange Imp & Widening to Goldenrod\2 Contract\2.A Supplemental Agreements\SA 3\DRMP-528-143 -SA3.docx

Project 528-143
Contract 001314

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 24th day of July, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 8th day of March 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 24, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.

2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

    a. The Salary Related Costs are adjusted upward by $21,414.48 to $4,613,144.33.

    b. The Design Survey – Office (Prime) remains unchanged at $65,525.48.

    c. The Design Survey – Field (Prime) remains unchanged at $266,197.83.

    d. The Direct Expenses (Lump Sum) remains unchanged at $49,962.89.

    e. The Subcontract Items remains unchanged at $1,603,252.05.

    f. The Allowance remains unchanged at $0.00.

    The Total Maximum Limiting Amount is adjusted upward by $21,414.48 to $6,598,082.58.

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

IN WITNESS WHEREOF, the parties hereto have caused these

presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DRMP, INC.

Witness: _____
Print Name: Mary E Dent

By: _____
Title: Vice President

Approved as to form and execution, only.

_____
General Counsel for CFX

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Project 528-143
Contract 001314

'19 MAY 23 PM 1:40

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 30 day of May, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 8th day of March 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 1, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.

2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

'19 MAY 23 PM 1:40

   a. The Salary Related Costs are adjusted upward by $903,744.70 to $4,591,729.85.

   b. The Design Survey – Office (Prime) is adjusted upward by $6,150.40 to $65,525.48.

   c. The Design Survey – Field (Prime) is adjusted upward by $49,007.35 to $266,197.83.

   d. The Direct Expenses (Lump Sum) remains unchanged at $49,962.89.

   e. The Subcontract Items are adjusted upward by $117,872.33 to $1,603,252.05.

      - Ardaman $66,758.07
      - WBQ (Design) $51,114.26

   f. The Allowance is adjusted downward by $550,106.68 to $0.00.

The Total Maximum Limiting Amount is adjusted upward by $526,668.10 to $6,576,668.10.

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

Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DRMP, INC.

Attest: _____
Title: Corporate Executive Assistant

By: _____
Title: Vice President

Approved as to form and execution, only.

'19 MAY 23 PM 1:40

_____
General Counsel for CFX

\\dfsprd1\Store\Departments\Engineering\General\528-143 SR 528 - SR 436 Interchange Imp & Wideing to Goldenrod\2 Contract\2.A Supplemental Agreements\SA 1\DRMP-528-143 -SA1.docx

Dewberry

MEMORANDUM

Date:	April 2, 2019
To:	Will Hawthorne, PE CFX Manager of Engineering
From:	Scott Kamien, PE
Subject:	Design Consultant Services - Contract 001314 CFX Project No. 528-143 SR 528 / SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod – Supplemental Agreement

Comments:

I have reviewed the fee sheet and scope of services submitted by DRMP provided via email on March 21, 2019 and updated on April 2, 2019 for the SR 528 / SR 436 Interchange Improvements. This Supplemental Agreement request is to provide additional professional services including walls, aesthetics and median planter walls.

The Supplemental Agreement request is attached and costs are detailed below:

$ 958,902.45	DRMP as Prime
$ 117.872.33	Total Subconsultant Fees
$ 1,076.774.78	Total Requested SA Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $1,076,774.78

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

cc:

Keith Jackson, PE Dewberry
File

DRMP, INC.

Principals
Wayne D. Chalifoux
Donaldson K. Barton, Jr
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett
Lawrence L. Smith, Jr

April 1, 2019

DRMP Job # 17-0167.000

Mr. Will Hawthorne, P.E.
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Subject: **SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road; CFX Contract No: 001314; Project 528-143 Supplemental Agreement #1**

Dear Mr. Hawthorne:

I have attached the SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road (Project 528-143) Supplemental No. 1 scope and fee for your review. The Supplemental is for the additional work effort at the direction of CFX for modifications of the interchange configuration, addition of project aesthetics, R/W dgn creation, GOAA parcel sketches, pavement cores and design, lighting retrofits/extended lighting limits and ITS modifications. The added work includes engineering and plans for roadway, drainage, structures, lighting, ITS, geotechnical, field and office survey.

The attached scope includes all of the out of scope work, but the hours that are provided in the man hour forms account for efficiencies during design as modifications were being made throughout the project.

The supplemental includes numerous credits for items that were not included as originally negotiated. The credits are included as negative values in the man hour sheets.

Please contact me if you have any questions. My cell number is 407-923-8585.

Sincerely,
DRMP, Inc.

TJ Lallathin, P.E.
Senior Project Manager

CC: Jon Meadows, P.E. (DRMP, Inc.)

Enclosures

941 Lake Baldwin Lane
Orlando, Florida 32814
Phone: 407.896.0594
Fax: 407.896.4836

Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Panama City, Florida
Pensacola, Florida
Raleigh, North Carolina
Tallahassee, Florida
Tampa, Florida

1.800.375.3767
www.drmp.com

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DRMP, INC.

PRINCIPALS
Wayne D Chalifoux
Donaldson K. Barton, Jr.
Glenn J Lusink
Jon S Meadows
Mark D Prochak
Mark E. Puckett
Lawrence L. Smith, Jr

DRMP

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

CELEBRATING 40 years DRMP, INC.

SR 528 / SR 436 Interchange Improvements
Central Florida Expressway Authority
Project 528-143
Contract No. 001314

Supplemental Agreement #1 – Out of scope elements

Project Description:
Supplemental Agreement No. 1 is based on modifications to the Scope of Services at the direction of Central Florida Expressway Authority. The changes include modifications of the interchange configuration, addition of project aesthetics, R/W dgn creation, GOAA parcel sketches, pavement cores and design, lighting retrofits/extended LED lighting limits and ITS modifications.

I. Survey & Geotechnical

a. Survey
   i. NW pond bottom for Ramp A-2 impacts
   ii. Sign structures on SR 436
   iii. Additional point cloud extraction of bridge beams not included in Maser survey
   iv. Extend survey of eastbound 528 ±1000' west.

b. R/W Mapping
   i. Prepare parcel sketches for 10'x10' parcels to be recorded in public records. Sketches will include 6 new easement locations.
   ii. Prepare 6 new legal descriptions to accompany the parcel sketches to be recorded in public records.
   iii. Create a dgn showing all the R/W and easements correctly

c. Geotechnical
   i. Roadway – Covered within current scope – able to shift locations of borings to accommodate revised layout
      1. Cores for pavement design, including LEO cost
   ii. Structures – Additional bridges/walls. Credits were provided for the 4 span bridge
   iii. Miscellaneous Structures/Traffic related items – Covered within current scope – able to shift locations of borings to accommodate revised layout

II. Design

a. Roadway/MOT
   i. Credit for Ramp B-2 (loop)
   ii. Add Ramp A-2 (semi-directional)
   iii. Credit for Ramp B-1A (over-over)
   iv. Add Ramp B-2 (under-over)
   v. Credit for Ramp B-1 (reconstruct)
   vi. Add Ramp B-1 (resurface)
   vii. Add Ramp B-1 (overbuild details)
   viii. Pavement Design
   ix. Median barrier wall construction and shoulder reconstruction

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x. Incorporation of Part Time Shoulder Usage in median

b. Drainage/Permitting
   i. Ramp A-2
      1. Add Box Culvert Extension under Ramp A-2 North of SR 528
      2. Add Box Culvert under Ramp A-2 South of SR 528
      3. Additional Drainage Structures due to Ramp Length
         a. Credit for loop and add for Ramp A-2
   ii. Modification of ponds for planter walls/revised geometry
   iii. AAF – Review and Exhibits

c. Structures
   i. Bridge
      1. BCR's
         a. Ramp B-2 over NB SR 528: 2 span to 3 span
         b. Ramp B-2 over SR 436: Credit from 4 span to single span
         c. SB SR 436 over Ramp B-2: New bridge
         d. Ramp A-2 over SR 528: New bridge
      2. Design & Plans
         a. Ramp B-2 over NB SR 528: Add 1 Span Curved Steel Box Girder
         b. Bridge 3
            i. Modify Steel Box Girder Ramp B-2 (formerly B1-A) over SR 528 from 2 Span Tangent Alignment to 3 Span Curved Alignment
         c. Bridge 5
            i. Credit for 4 Span Curved Steel Box Girder Ramp B1-A (now B-2) over SB & NB SR 436
            ii. Add 1 Span Curved Steel Box Girder Ramp B-2 over NB SR 436
         d. Bridge 6
            i. Add 1 Span Skewed/Flared Florida U-Beam SB SR 436 over Ramp B-2
         e. Bridge 7
            i. Add 2 Span Curved Steel Box Girder Ramp A-2 over SR 528
   ii. Walls
      1. Permanent MSE walls – Modified bridge locations, add 4 walls
      2. CIP retaining walls (planter walls) – Add 30 walls
      3. Temporary sheet pile walls – To accommodate bridge/wall construction and box culverts, add 14 walls
   iii. Miscellaneous Structures
      1. Add Box Culvert Extension under Ramp A-2 North of SR 528
      2. Add new Box Culvert under Ramp A-2 South of SR 528
      3. CCTV foundation designs
      4. Spread footing to accommodate FAA approach lighting
   iv. Aesthetics
      1. Add pylons at select bridge abutments
      2. Add bird grating to bridges

DRMP

d. Lighting
   i. SR 528 retrofits from just east of the Conway Road interchange to the CFX maintenance jurisdiction line
   ii. Sign lighting east of the SR 528/436 interchange to SR 417 interchange will be retrofitted
   iii. Remote drivers for all sign lighting

e. ITS
   i. 1 additional CCTV near Goldenrod
   ii. 2 additional CCTVs within SR 528/436 interchange

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
DRMP, INC.

S.R. 528 / S.R. 436 INTERCHANGE IMPROVEMENTS AND S.R. 528 WIDENING FROM S.R. 436 TO GOLDENROD

PROJECT NO. 528-143, CONTRACT NO. 001314

CONTRACT DATE: MARCH 08, 2018
CONTRACT AMOUNT: $6,050,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

S.R. 528 / S.R. 436 INTERCHANGE IMPROVEMENTS AND S.R. 528 WIDENING FROM S.R. 436 TO GOLDENROD

PROJECT NO. 528-143, CONTRACT NO. 001314

MARCH 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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AG	Agreement	1-19
A	Exhibit "A", Scope of Services	
B	Exhibit "B", Method of Compensation	
C	Exhibit "C", Details of Cost and Fees	
D	Exhibit "D", Project Organization Chart	
E	Exhibit "E", Project Location Map	
F	Exhibit "F", Schedule	

Project No. 528-143
Contract No. 001314

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 8th day of March, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and 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. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from S.R. 436 to Goldenrod Road in Orange County, Florida identified as Project No. 528-143 and Contract No. 001314.

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with 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.

Antillian Engineering Associates, Inc. (Class II)
Base Consultants, Inc.
Moffat & Nichol, Inc.
Ardaman & Associates, Inc. (Class II)
EPG Engineering (Class II)
WBQ Design & Engineering, Inc. (Class I & 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 SERVICES TO BE PROVIDED

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

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

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

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B",** Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $6,050,000 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 at 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 obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and

made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

12.0 ADJUSTMENTS

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify, defend, and hold harmless CFX, and its officers, and employees from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, The CONSULTANT shall indemnify and hold harmless CFX and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

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

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

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

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this

Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

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

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

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its

equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

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

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

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

21.0 CONFLICT OF INTEREST

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

During the term of this Agreement:

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

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

22.0 INSPECTOR GENERAL

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

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

24.0 INTEGRATION

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

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

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

27.0 SEVERABILITY

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

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

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

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

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

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

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

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

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

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: Timothy "TJ" Lallathin, Jr., P.E.

DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL. 32814
Attn: Jon S. Meadows, P.E.

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.00 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

Project No. 528-143
Contract No. 001314

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 08, 2017.

DRMP, INC.

BY: _____
Authorized Signature

Print Name: JON S MEADOWS

Title: Vice President

ATTEST: _____ (Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Print Name: Angela Williams

Effective Date: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 528 / S.R. 436 INTERCHANGE IMPROVEMENTS AND S.R. 528 WIDENING FROM S.R. 436 TO GOLDENROD ROAD

PROJECT NO. 528-143

IN ORANGE COUNTY, FLORIDA

MARCH 2018

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

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

1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 / SR 436 Interchange Improvements and SR 528 Widening. Specifically, the project will provide for demolition of the existing bridges at the following locations: the southbound S.R. 436 Bridge over S.R. 528, the southbound S.R. 436 Bridge over Ramp M and the northbound S.R. 436 Bridge over S.R. 528. In addition, five (5) new bridges will be provided at the following locations: southbound S.R. 436 over S.R. 528, Ramp B-1A over southbound S.R. 436, Ramp B-1A over northbound S.R. 436, Ramp B-1A over S.R. 528, northbound S.R. 436 over SR 528, and Ramp C-2 over S.R. 528. Widening of S.R. 528 to provide six (6) general use lanes through the interchange area as well as an auxiliary lane eastbound to Goldenrod Road and westbound to Conway Road. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 528 / S.R. 436 Interchange Improvements and S.R. 528 Widening from Conway Road to Goldenrod Road.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final fiber optic network plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including storm water management calculations.

C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

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

1.05 Term of Agreement for Design Services

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

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

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

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.

2. The FDOT Standard Plans for Road and Bridge Construction (Index Drawings), 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 Manual, 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

3.01 General

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

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft. /ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment			
a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY MAINLINE	EXPRESSWAY RAMPS	CROSSROADS/ COLLECTORS
			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
Cross Sections			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.	4-Lane	Single Lane	
Right	12 (10 paved)	6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved) * min. 5' paved FDOT
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6-Lane	Dual Lane	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		

DESIGN ELEMENT	EXPRESSWAY MAINLINE	EXPRESSWAY RAMPS	CROSSROADS/ COLLECTORS
3.Left Shoulder	5%	5%	5%
4.Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Horizontal Clearance	FDM Table 215.2.1	FDM Table 215.2.1	FDM Table 215.2.1
Vertical Clearance, ft.			
a. Over Roadway*	16.5	16.5	
b. Overhead Signs	17.5	17.5	16.5
c. Over Railroad	23.5	23.5	17.5 N/A

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

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

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 528 / SR 436 Interchange Improvements and SR 528 Widening. Specifically, the project will provide for demolition of the existing bridges at the following locations: the southbound S.R. 436 Bridge over S.R. 528, the southbound S.R. 436 Bridge over Ramp M and the northbound S.R. 436 Bridge over S.R. 528. In addition, five (5) new bridges will be provided at the following locations: southbound S.R. 436 over S.R. 528, Ramp B-1A over southbound S.R. 436, Ramp B-1A over northbound S.R. 436, Ramp B-1A over S.R. 528, northbound S.R. 436 over SR 528, and Ramp C-2 over S.R. 528. Widening of S.R. 528 to provide six (6) general use lanes through the interchange area as well as an auxiliary lane eastbound to Goldenrod Road and westbound to Conway Road. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to GOAA, FDEP and applicable Water Management District(s), Orange County, FDOT District 5, and the City of Orlando.

4.03 Preliminary Design Report - Review

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

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

4.04 Surveys and Mapping

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

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

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

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for

1"=50' display scale shall be conducted by the Consultant.

2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points.

N. CFX ITS/FON

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

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

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

4.05 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, 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 provision of recommended design soil parameters for 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.

4.06 Contamination Impact Analysis

A. The Consultant may 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. If required, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 436 and SR 528 mainline and interchange ramps impacted. Milling and resurfacing for traffic control purposes only will remove friction course only.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

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

4.09 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the

Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format and 7 hard copies.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall 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.

4.12 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 436 and SR 528 mainlines and impacted interchange ramps will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Plans and profiles (plans at 1"=50' scale)

8. Interchange plans, profiles, alignment and plan index sheets

9. Interchange layout plans

10 Intersection plans and profiles or spot elevations

11. Interchange curve and coordinate data sheets

12. Ramp Terminal Details

13. Crossroad plans and profiles (1"= 50' scale)

14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

15. Earthwork quantities

16. Traffic Control Sheets including Erosion Control/Temp. Drainage

17. Utility Adjustment Sheets as deemed necessary

18. Details

19. Special provisions

20. Special specifications

4.13 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Report which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type.

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. Noise walls (N/A)

12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.14 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 3.01.

2. Finalize the pond design at the 30% submittal.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

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

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. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

1. Cover sheet (key sheet)
2. Tabulation of Quantities
3. General notes
4. Pole data and Legend sheet
5. Project Layout sheet
6. Plans sheets (plans at 1"=50' scale)
7. Service point detail
8. Special Details

4.16 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"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals,

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

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport 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 Plans

A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. CFX in coordination with Orlando International Airport will provide preliminary aesthetic input for the architectural modification of any details necessary for sign structures possibly impacted representing Orlando International Airport signage.

D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

F. For the purposes of this proposal, two (2) overhead truss signs are assumed to be required for the traffic control improvements. Also, two (2) existing overhead trusses along the project will be affected by the improvements and are assumed to require reconstruction since they do not meet current wind load criteria. Propose to relocate and reuse existing structures if they meet current wind load criteria.

4.18 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.

4.19 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. Technical Special Provisions for all Fiber Optic/ ITS infrastructure shall be developed by the CFX GSC and provided for review by the Consultant for inclusion in the Bidding Documents Package.

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/replacement 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 routing summaries, fiber cable allocation charts, and splice details and tables 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 capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.

p. Grounding

q. Table of quantities

r. Special notes

s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

u. Relocation/replacement 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 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 GOAA 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 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. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits.

z. Wrong-Way Detection RRFBs for SR 408 off-ramps to Goldenrod road.

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 proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

E. Standard CFX specifications/special provisions will be provided to the Consultant. The Consultant shall review the specifications/ special provisions and provide recommended modifications as necessary. CFX shall provide the final approved specifications/ special provisions to be included in the Bidding Documents Package.

4.23 Toll Plazas

A. This project 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:
   a. Answer questions relative to the plans, typical sections, quantities and special provisions.
   b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
   c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

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

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions

2. Available 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

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

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

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.02 CFX's Project Manager

CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under

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

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.05 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

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

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed, if necessary. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the quantity computation booklet.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files,

3 sets and 1 .PDF required)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.

F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

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

7.14 30% Roadway Plan Submittal

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

1. Key Map Prepared

a) Location map shown complete with destinations, ranges and townships.

b) Beginning and ending stations shown.

c) Any equations on project shown.

d) Project numbers and title shown.

e) Index shown.

2. Drainage Map Prepared

a) Existing culvert sizes and elevations.

b) Horizontal alignment shown.

c) Drainage areas and flow arrows shown.

d) High water information shown.

e) Beginning and end stations shown along with any equations on project.

f) Interchange supplemental maps prepared.

3. Typical Section Sheets

a) Ramp typical sections developed.

b) Pavement structure shown.

c) Special details developed.

d) General notes shown.

4. Plan and Profile Sheets

a) Centerline plotted.

b) Reference points and bench marks shown.

c) Existing topography.

d) Base line of surveys, curve data, bearings, etc. shown.

e) Beginning and end stations (project and construction).

f) Geometric dimensions.

g) Proposed and existing limited access right-of-way lines.

h) Existing ground line.

i) Proposed profile grade.

j) Type, size and horizontal location of existing utilities.

k) Drainage structures and numbers are shown

l) Drainage ponds are shown.

5. Cross Sections

a) Existing ground line.

b) Preliminary templates at critical locations (not to exceed 500 feet).

c) Existing utilities shown.

6. Interchange Layout and Ramp Profiles

   a) Geometric dimensions.

   b) Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

   a) Striping layout.

   b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

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

1. Key Map

   a) Project description and number shown.

   b) Equations, exceptions and bridge stations shown.

   c) North arrow and scale included.

   d) Consultant and CFX sign-off included.

   e) Contract set index complete.

   f) Index of sheets updated.

2. Drainage Maps

a) Flood data shown.

b) Cross drains and storm sewer shown.

c) Bridges shown with beginning and ending stations.

d) Interchange supplemental sheets updated.

3. Typical Section Sheets

a) All required typical sections are included.

b) Limited access right-of-way lines are shown.

c) Design speed and traffic are shown.

d) Special details have been completed.

e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

a) Match lines shown.

b) Limited access right-of-way lines shown.

c) Stations and offset shown for all fence corners and angles.

d) All work shown should be within right-of-way or proposed easement.

e) Drainage structures and numbers are shown.

f) Drainage ponds shown.

g) Curve data and superelevation included.

h) Pavement edges, shoulders and dimensions shown.

i) Project and construction limits shown.

j) Bridges shown with beginning and ending stations.

k) General Notes.

5. Drainage Structures

a) Drainage structures plotted and numbered.

b) Station location and offsets identified.

6. Cross Sections

a) Templates are shown at all stations.

b) Limited access right-of-way lines are shown.

c) Cross section pattern sheet included.

d) Miscellaneous notes included.

e) Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

a) Geometric data shown.

b) Profiles finalized.

c) Coordinate data shown.

d) Limited access right-of-way lines shown.

e) Curve data shown.

f) Bearings and bridges shown.

g) Cross roads, frontage roads, and access roads shown.

h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

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

1. Key Map

   a) Length of Project with exceptions shown.

   b) Index of sheets updated.

2. Drainage Maps

   a) Drainage divides, areas and flow arrows shown.

   b) Elevation datum and design high water information shown.

   c) Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

   a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.

   b) Limits of side road construction.

   c) Angle and stationing for intersections.

   d) Treatment for non-standard superelevation transitions diagramed.

   e) General notes shown.

   f) Special ditches profiled.

5. Drainage Structures

   a) Existing structures requiring modifications are shown.

b) Existing and proposed utilities are shown.

6 Soil Borings

a) Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

a) Scale and special ditch grades shown.

b) Utilities plotted.

c) Sub-excavation shown.

d) Volumes computed and shown.

8. Utility Relocation Plans

a) Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

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

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

7.20 Pre-Bid Plans

7.21 Bid Set

CONSENT AGENDA ITEM #9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard
Chief Financial Officer

DATE: October 8, 2019

SUBJECT: Approval of the Twenty-Fifth Supplemental Revenue Bond Resolution

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On August 8, 2019, the Board initially authorized the issuance of revenue bonds for the acquisition of the Poinciana Parkway, up to $125,000,000, and also new money of up to $500,000,000 to partially fund the Five-Year Work Plan.

Approval is requested of the Twenty-Fifth Supplemental Revenue Bond Resolution authorizing the issuance of up to $625,000,000 of Senior Lien Revenue Bonds, Series 2019 and authorizing the forms of certain documents and agreements related to the Series 2019 Bonds.

Resolution No. 2019-____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Twenty-Fifth Supplemental Revenue Bond
Resolution Authorizing the Issuance of:

Revenue Bonds, Series 2019
(One or more Series)

Adopted on October 10, 2019

TWENTY-FIFTH SUPPLEMENTAL REVENUE BOND RESOLUTION

THIS TWENTY-FIFTH SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE MASTER BOND RESOLUTION OF THE AUTHORITY ADOPTED ON FEBRUARY 3, 2003, AS SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED SIX HUNDRED TWENTY-FIVE MILLION IN AGGREGATE PRINCIPAL AMOUNT OF REVENUE BONDS, SERIES 2019 IN ONE OR MORE SERIES FOR THE PURPOSES OF (A) FINANCING OR REIMBURSING A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING CERTAIN SYSTEM PROJECTS OF THE AUTHORITY AND FINANCING THE PURCHASE AND ACQUISITION FROM OSCEOLA COUNTY, FLORIDA ("OSCEOLA COUNTY") THE TOLL FACILITY KNOWN AS POINCIANA PARKWAY (OSCEOLA), (B) DEPOSITING FUNDS OR PAYING THE PREMIUM ON A 2019 RESERVE ACCOUNT CREDIT FACILITY TO BE DEPOSITED INTO THE 2019 RESERVE SUBACCOUNT ESTABLISHED PURSUANT TO THIS RESOLUTION, AND (C) PAYING CERTAIN COSTS OF ISSUANCE IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; DELEGATING AUTHORITY AND ESTABLISHING CRITERIA FOR DETERMINING THE DATE, INTEREST RATES, INTEREST PAYMENT DATES, PRINCIPAL AMOUNTS, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULES FOR SUCH BONDS; AUTHORIZING THE FINANCE COMMITTEE OR AN AUTHORIZED OFFICER OF THE AUTHORITY TO AWARD THE SALE OF SAID BONDS ON A NEGOTIATED BASIS AND APPROVING THE CONDITIONS AND CRITERIA OF SUCH SALE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN TO APPROVE AND EXECUTE A FINAL OFFICIAL STATEMENT; APPROVING UNCERTIFICATED BOOK-ENTRY-ONLY REGISTRATION OF SUCH BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT; APPOINTING A TRUSTEE, PAYING AGENT, AND REGISTRAR; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION

WITH THE ISSUANCE OF SAID BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 3, 2003, the Central Florida Expressway Authority (the "Authority") adopted that certain Master Bond Resolution Authorizing Central Florida Expressway Authority Senior Lien Revenue Bonds, as amended and supplemented from time to time (the "Master Bond Resolution"); and

WHEREAS, the Authority desires to supplement the Master Bond Resolution to authorize the issuance of its Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2019 in one or more Series (collectively, the "Series 2019 Bonds") as a Series of Bonds under the Master Bond Resolution, the proceeds of which will be used to: (a) finance, refinance, or reimburse the Authority for the costs of acquiring, constructing and equipping the 2019 System Projects (defined herein) and purchasing and acquiring from Osceola County, Florida ("Osceola County") that certain toll facility known as Poinciana Parkway (Osceola) (as such term is defined in the hereinafter defined Poinciana LPA), (b) deposit funds or paying the premium on a 2019 Reserve Account Credit Facility (defined herein) to be deposited into the 2019 Reserve Subaccount established pursuant to this Resolution, and (c) pay certain costs in connection with the issuance of the Series 2019 Bonds; and

WHEREAS, the Authority and Osceola County, entered into that certain Amended and Restated Lease-Purchase Agreement with an effective date of December 31, 2018 (the "Poinciana LPA") pursuant to which the Authority has the right to acquire from Osceola County the Poinciana Parkway (Osceola), and the Authority intends to acquire such toll facility free and clear of all liens and encumbrances in connection with the issuance of the Series 2019 Bonds and to designate and operate such toll facility as a System Project for the purposes of the Master Bond Resolution; and

WHEREAS, the Authority anticipates receiving a favorable offer to purchase the Series 2019 Bonds from the Purchaser pursuant to the terms of the Bond Purchase Agreement (as hereinafter defined), the form of which is attached hereto as **Exhibit A**; and

WHEREAS, the Authority desires to approve the form of a draft Preliminary Official Statement regarding the Series 2019 Bonds, a copy of which is attached hereto as **Exhibit B** (the "Preliminary Official Statement"), and to authorize the use of the Preliminary Official Statement and a final Official Statement with respect to the offering and sale of the Series 2019 Bonds; and

WHEREAS, the Authority desires to approve the form of and authorize the execution and delivery of a Continuing Disclosure Agreement with respect to the Series 2019 Bonds pursuant to Rule 15c2-12 (defined herein), a copy of which is attached hereto as **Exhibit C**; and

WHEREAS, the Authority desires to approve the form of and the execution and delivery of a Trustee, Paying Agent and Registrar Agreement substantially in the form attached hereto as **Exhibit D**; and

WHEREAS, the Authority further desires to set forth certain terms and provisions for the Series 2019 Bonds and to provide certain further matters related to the authorization, sale, issuance and delivery of the Series 2019 Bonds and other matters related thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

ARTICLE I
AUTHORITY AND DEFINITIONS

SECTION 1.01. Authority for this Resolution. This Resolution is adopted and implemented pursuant to the Central Florida Expressway Authority Act, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the "Act") and the Master Bond Resolution.

SECTION 1.02. Definitions. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in Section 1.2 of the Master Bond Resolution. As used herein, the following terms shall have the meanings set forth below:

A. **"2019 Cost of Issuance Account"** means the subaccount described in Section 7.03 hereof.

B. **"2019 Reserve Subaccount"** means the subaccount described in Section 7.02 hereof.

C. **"2019 Reserve Subaccount Credit Facility"** means, if obtained with respect to all or a portion of the Series 2019 Bonds pursuant to the terms of this Resolution, the reserve subaccount insurance policy to be issued by the 2019 Reserve Facility Provider.

D. **"2019 Reserve Facility Provider"** means, if designated with respect to the Series 2019 Bonds pursuant to the terms of this Resolution, the issuer of the 2019 Reserve Account Credit Facility.

E. **"2019 System Projects"** means the improvements to the Expressway System to be financed in whole or in part with proceeds of the Series 2019 Bonds, which improvements are included in the Five-Year Work Plan adopted by the Authority from time to time, as the same may be amended, and includes the reimbursement to the Authority for the costs, if any, of such improvements that were paid by the Authority on an interim basis from other available funds of the Authority.

F. **"Bond Counsel's Opinion"** means a written opinion of an attorney or firm of attorneys selected by the Authority which is of nationally recognized standing in the field of law relating to municipal bonds and the exclusion from gross income for federal income tax purposes of interest on municipal bonds.

G. **"Bond Purchase Agreement"** means the Bond Purchase Agreement to be entered into between the Authority and the Purchaser with respect to the purchase

and sale of the Series 2019 Bonds, the proposed form of which is attached hereto as **Exhibit A**.

H. **"Continuing Disclosure Agreement"** means the Continuing Disclosure Agreement to be entered into between the Authority and Digital Assurance Certification, L.L.C., as dissemination agent, with respect to the Series 2019 Bonds pursuant to Rule 15c-2-12, the form of which is attached hereto as **Exhibit C**.

I. **"Finance Committee"** means the Finance Committee of the Authority.

J. **"Financial Advisor"** means PFM Financial Advisors LLC.

K. **"Maturity Date"** means the final maturity date of the Series 2019 Bonds, which date shall be the date specified in Section 4.01.A hereof.

L. **"Poinciana LPA"** shall have the meaning set forth in the recitals hereto.

M. **"Poinciana Parkway (Osceola)"** shall have the meaning set forth in the recitals hereto.

N. **"Preliminary Official Statement"** shall have the meaning set forth in the recitals hereto.

O. **"Purchaser"** means, collectively, each managing underwriter designated pursuant to the terms of this Resolution for itself and as the representative of the underwriters described in the Bond Purchase Agreement.

P. **"Record Date"** shall have the meaning set forth in Section 4.03.A. hereof.

Q. **"Replacement Bonds"** shall have the meaning set forth in Section 4.09.B. hereof.

R. **"Repository"** shall have the meaning set forth in the Continuing Disclosure Agreement attached hereto as **Exhibit C**.

S. "**Rule 15c2-l2**" Rule 15c2-12 of the Securities Exchange Commission.

T. **"Secretary"** means the Secretary, any Assistant Secretary or the Executive Assistant of the Authority.

U. **"Series 2019 Bonds"** shall have the meaning set forth in the recitals hereto.

ARTICLE II
FINDINGS

SECTION 2.01. Findings. The Authority hereby finds, determines and declares as follows:

A. This Resolution supplements the Master Bond Resolution.

B. The Authority owns, operates and derives revenues from the Expressway System and has determined to make certain improvements to the Expressway System and to purchase and acquire from Osceola County the Poinciana Parkway (Osceola) pursuant to the terms of the Poinciana LPA.

C. It is necessary, desirable, convenient and in the best interest of the Authority that all or a portion of the Project Costs of the 2019 System Projects and the purchase price of the Poinciana Parkway (Osceola) be financed as contemplated by this Resolution. The Authority is authorized to issue the Series 2019 Bonds in one or more Series for the valid public purposes set forth in this Resolution.

D. The Series 2019 Bonds shall not be issued unless the requirements of the Master Bond Resolution for the issuance thereof as "Bonds" are satisfied on or prior to the issuance thereof. Upon the issuance thereof, the Series 2019 Bonds shall constitute Bonds under the Master Bond Resolution entitled to all the security and benefits thereof.

E. Because of the characteristics of the Series 2019 Bonds and the current and potential volatility of the market for municipal obligations such as the Series 2019 Bonds, it is in the best interest of the Authority, upon the satisfaction of the terms and conditions set forth herein, to sell the Series 2019 Bonds by delegated, negotiated sale, allowing the Authority to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Authority to obtain the best possible price and interest rate for the Series 2019 Bonds.

F. The Authority anticipates receiving a favorable offer to purchase the Series 2019 Bonds from the Purchaser pursuant to the terms of the Bond Purchase Agreement, the form of which is attached hereto as **Exhibit A** and within the parameters set forth herein.

G. Prior to the sale of the Series 2019 Bonds, the Purchaser will provide the Authority with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and the Bond Purchase Agreement will include a truth-in-bonding statement in accordance with Section 218.385, Florida Statutes.

ARTICLE III
CONTRACTUAL OBLIGATION

In consideration of the acceptance of the Series 2019 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Master Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Authority and the registered Holders of the Series 2019 Bonds. The covenants and agreements set forth herein and in the Master Bond Resolution to be performed by the Authority shall be for the equal benefit, protection and security of the registered Holders of the Series 2019 Bonds, and the Series 2019 Bonds shall be of equal rank with the Outstanding Bonds, or any Parity Bonds hereafter issued and Qualified Swap Payments related to any Bonds issued under the Master Bond Resolution, without preference, priority or distinction over any other thereof. All applicable covenants contained in the Master Bond Resolution shall be fully applicable to the

Series 2019 Bonds as if originally issued thereunder, except as otherwise specifically provided herein.

ARTICLE IV
AUTHORIZATION AND ISSUANCE OF SERIES 2019 BONDS

SECTION 4.01. Authorization of Issuance and General Description of Series 2019 Bonds.

A. Subject and pursuant to the provisions hereof and of the Master Bond Resolution, the Series 2019 Bonds to be known as the "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2019" in one or more Series are hereby authorized to be issued in the aggregate principal amount of not to exceed $625,000,000, or such lesser amount as may be approved by the Chairman or Vice Chairman of the Authority, the proceeds of which shall be used to: (a) finance, refinance, or reimburse the Authority for the costs of acquiring, constructing and equipping the 2019 System Projects and finance the purchase price of the Poinciana Parkway (Osceola) to be acquired by the Authority from Osceola County, (b) deposit funds or paying the premium on a 2019 Reserve Account Credit Facility to be deposited into the 2019 Reserve Subaccount established pursuant to this Resolution, and (c) pay certain costs in connection with the issuance of the Series 2019 Bonds. The final Maturity Date of the Series 2019 Bonds shall not be later than July 1, 2049.

B. The Series 2019 Bonds shall be issued as Fixed Rate Bonds and may be issued as Capital Appreciation Bonds, serial bonds and/or Term Bonds (or any combination thereof) and may be issued in one or more Series, as shall be determined by the Chairman, Vice Chairman or Authorized Officer based upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to be the most cost effective to the Authority given the then current market conditions for the issuance of the Series 2019 Bonds. The title and series designation of the Series 2019 Bonds may be modified by the Chairman, Vice Chairman or Authorized Officer of the Authority to accurately reflect the structure and specific terms of the Series 2019 Bonds to be issued, as provided in the Bond Purchase Agreement and the Official Statement related to the Series 2019 Bonds. Such changes in the designation, terms and provisions of the Series 2019 Bonds as authorized herein shall be evidenced by the Authority's execution and delivery of the Bond Purchase Agreement authorized pursuant to this Resolution.

C. The Authority hereby delegates to the Chairman, Vice Chairman or an Authorized Officer the authority to make the foregoing determinations, provided that each of the parameters set forth in this Resolution are satisfied to the extent that such parameters apply to the Series 2019 Bonds to be issued. The Chairman, Vice Chairman or an Authorized Officer may rely on the certification of the Financial Advisor regarding compliance with the above-referenced parameters.

D. Notwithstanding anything contained herein to the contrary, the Series 2019 Bonds shall not be issued until (i) the Authority has complied with the requirements for the issuance thereof as Bonds under the Master Bond Resolution, and (ii) with respect to that portion of the Series 2019 Bonds to be issued to finance the purchase price of the Poinciana Parkway

(Osceola), all conditions to the purchase of such toll facility have been satisfied, including without limitation: (A) all documents necessary to transfer to the right, title and interests of Osceola County in and to such toll facility free and clear of all liens and encumbrances have been fully executed and shall be released to the Authority upon issuance of the Series 2019 Bonds, and (B) a signed defeasance opinion by bond counsel to Osceola County, which shall be provided, addressed and released to the Authority upon issuance of the Series 2019 Bonds, covering all obligations of Osceola County that are outstanding with respect to or secured by such toll facility or the revenues generated by such toll facility. The Chairman, Vice Chairman or an Authorized Officer of the Authority may conclusively rely upon a certification of the Financial Advisor and other consultants in determining whether the foregoing criteria are satisfied.

E. In connection with the issuance of the Series 2019 Bonds, the Debt Service Reserve Requirement for the Series 2019 Bonds may be satisfied by deposit into the Common Reserve Subaccount referenced in Section 7.02 hereof of funds (including without limitation, proceeds of the Series 2019 Bonds) and/or the 2019 Reserve Account Credit Facility issued by the 2019 Reserve Facility Provider in an amount equal to the Debt Service Reserve Requirement for the Series 2019 Bonds.

F. The Series 2019 Bonds shall be dated the date of their original issuance and delivery, and shall mature on the Maturity Date, subject to prior redemption as provided in Sections 4.10 and 4.11 hereof.

SECTION 4.02. Denominations, Numbers, Letters. The Series 2019 Bonds shall be issued solely in the form of fully registered bonds in the denomination of $5,000. The Series 2019 Bonds shall be numbered consecutively from 1 upward and the letter of the series designation prefixed to the number. The Series 2019 Bonds may be issued in one or more Series or subseries bearing different CUSIP numbers and may bear such additional designations, if any, as may be set forth in the Bond Purchase Agreement and the Official Statement.

SECTION 4.03. Place of Payment; Trustee, Paying Agent and Registrar.

A. The principal of, and premium, if any, or interest on the Series 2019 Bonds shall be payable upon presentation and surrender at the corporate trust operations office in Minneapolis, Minnesota of Wells Fargo Bank, N.A. or its successors or assigns, and such banking institution is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2019 Bonds. The principal and redemption price of each Series 2019 Bond shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Master Bond Resolution. Interest on the Series 2019 Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered Holders of the Series 2019 Bonds at the addresses as they appear on the registration books maintained by the Trustee, as Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2019 Bonds subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the Holders in whose names such Series 2019

Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holders of such Series 2019 Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the Holders in whose names the Series 2019 Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

B. If the date for payment of the principal of, premium, if any, or interest on the Series 2019 Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day shall have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

C. Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered Holder of $1,000,000 or more in principal amount of Series 2019 Bonds may provide for payment of principal, redemption price and interest with respect to such Series 2019 Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, to the Trustee or Paying Agent with the presentation or surrender of the Series 2019 Bonds to be paid, and (ii) in the case of interest, to the Trustee, as Registrar, at least fifteen (15) Business Days prior to the applicable Record Date, specifying the account number, address and other relevant information as may be reasonably required by the Trustee or Paying Agent. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice. Each payment of interest, principal and premium, whether by check or by wire transfer shall include or be accompanied with a statement of the CUSIP number and amount of the payment pertaining to each CUSIP number (if more than one CUSIP number).

SECTION 4.04. Registration and Exchange.

A. The registration of any Series 2019 Bond may be transferred upon the registration books as provided in the Master Bond Resolution. So long as the Series 2019 Bonds are issued solely in fully registered form and notwithstanding anything contained in the Master Bond Resolution to the contrary, the provisions of the Master Bond Resolution with respect to the interchangeability of registered bonds for coupon bonds shall not be applicable to the Series 2019 Bonds. In all cases of a transfer of a Series 2019 Bond, the Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Series 2019 Bond or Bonds of the same Series, maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. The Authority and the Registrar may charge the registered owner for the registration of every transfer or exchange of a Series 2019 Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Authority) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2019 Bond shall be delivered.

B. The Authority and the Trustee, Paying Agent and Registrar may deem and treat the registered Holder of any Series 2019 Bond as the absolute Holder of such Series 2019 Bond

for the purpose of receiving payment of the principal thereof and the interest and premiums, if any, thereon. Subject to the provisions of Section 4.04A hereof, a Series 2019 Bond may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2019 Bonds, of other authorized denominations of the same maturity.

SECTION 4.05. Terms of Series 2019 Bonds. The Series 2019 Bonds shall be dated the date of delivery thereof, shall bear interest payable from such date, payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2020 (or such other date as the Finance Committee or an Authorized Officer shall approve), at the rates and shall mature and be subject to optional and mandatory redemption substantially in accordance with the maturity and redemption schedules and terms, all as set forth or incorporated by reference in the Bond Purchase Agreement, as such interest payment dates, rates, maturity schedules and redemption schedules and terms may be approved by the Chairman, Vice Chairman, or an Authorized Officer based upon the advice of the Financial Advisor, provided that the requirements set forth in Section 4.01 hereof have been satisfied.

SECTION 4.06. Source of Payment. The Series 2019 Bonds shall be "Bonds" as such term is used in the Master Bond Resolution. The scheduled payment of principal of, interest on and redemption premium, if any, with respect to the Series 2019 Bonds and all other payments required pursuant to the terms of the Master Bond Resolution and the terms hereof will be payable solely from the System Pledged Revenues, on a parity with any Bonds issued under the Master Bond Resolution whether currently Outstanding or hereinafter issued and any Qualified Swap Payments related to such Bonds, if any. THE PAYMENT THEREOF WILL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY") OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2019 BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY, OR THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2019 BONDS OR ANY PREMIUM OR INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2019 BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST OR PREMIUM DUE THEREON, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2019 BONDS EXCEPT FROM THE SYSTEM

PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE RESOLUTION. No recourse shall be had for the payment of the principal of or premium or interest on the Series 2019 Bonds or for any claim based thereon or on the Master Bond Resolution or this Resolution or otherwise with respect thereto or hereto against any board member, officer or employee of the Authority or any person executing the Series 2019 Bonds and nothing in the Series 2019 Bonds, the Master Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of the Authority, the Counties, the City or other person executing the Series 2019 Bonds.

SECTION 4.07. Application of Proceeds of Series 2019 Bonds. The proceeds of the Series 2019 Bonds shall be applied simultaneously with the delivery of such Bonds for the purposes described in this Resolution and pursuant to a certificate of an Authorized Officer or a closing memorandum executed in connection with the issuance and delivery of the Series 2019 Bonds.

SECTION 4.08. Form of Series 2019 Bonds. Subject to the provisions of the Master Bond Resolution, the Series 2019 Bonds and the Registrar's certificate of authentication with respect thereto shall be in substantially the following form, with such insertions or omissions, endorsements and variations as may be permitted by the Master Bond Resolution and the Act, including changes as shall be necessary to reflect differences between the Series 2019 Bonds, and approved by the Chairman or Vice Chairman of the Authority, execution and delivery of the Series 2019 Bonds to be conclusive evidence of such approval.

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[Form of Bond]

No. R-__ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2019

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
___%	1, 20__	_____, 2019	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Central Florida Expressway Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the sources hereinafter described, the Principal Amount identified above, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts upon presentation and surrender hereof at the corporate trust operations office in Minneapolis, Minnesota of Wells Fargo Bank, N. A., or its successors or assigns, as Trustee, Paying Agent and Registrar (hereinafter referred to as the "Registrar" or the "Trustee"), and to pay, solely from such sources, interest on the Principal Amount from the Original Dated Date identified above, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, until payment of the outstanding Principal Amount hereof, or until provision for the payment thereof has been duly provided for, such interest being payable semiannually on the first day of January and the first day of July of each year, commencing on July 1, 2020. Except as otherwise provided in the Resolution (as defined below), interest will be paid by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Authority maintained by the Registrar at the close of business on the fifteenth (15th) day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U. S. Mail, postage prepaid, by the Trustee to the Registered Owners of Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

This Bond is one of a duly authorized issue of Bonds designated "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2019" (this "Bond" or the "Series 2019 Bonds") issued by the Authority under authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended, and under and pursuant to an Amended and Restated Master Bond

Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Twenty-Fifth Supplemental Revenue Bond Resolution adopted by the Authority on October 10, 2019 (collectively, the "Resolution"). Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the Resolution. As provided in the Resolution, this Bond and the interest and premium, if any, hereon are payable solely from and secured by a pledge of the System Pledged Revenues of the Expressway System (each as defined in the Resolution) owned and operated by the Authority, upon deposit of such System Pledged Revenues into the System General Revenue Fund established by the Resolution, and other funds held or set aside under the Resolution (excluding the Rebate Fund). Such pledge is on parity with Bonds issued from time to time under the Resolution (whether currently Outstanding or hereinafter issued) and any Qualified Swap Payments related to such Bonds. No Supplemental Payments are pledged to secure the repayment of the Series 2019 Bonds. Reference is hereby made to the Resolution for the provisions, among others, relating to the terms of, lien on and security for the Series 2019 Bonds, the custody and application of the proceeds of the Series 2019 Bonds, the rights and remedies of the registered owners of the Series 2019 Bonds and the extent of and limitations on the Authority's rights, duties and obligations, the provisions permitting the issuance of additional Parity Bonds, and the provisions permitting amendments to the Resolution with and without consent of the Holders of the Series 2019 Bonds, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Bond. Copies of the Resolution are on file and available at the principal office of the Registrar.

THIS BOND SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY") OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2019 BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY, OR THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2019 BONDS OR ANY PREMIUM OR INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2019 BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST OR PREMIUM DUE THEREON, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THIS SERIES 2019 BOND EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER

MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE RESOLUTION. No recourse shall be had for the payment of the principal of or premium or interest on the Series 2019 Bonds or for any claim based thereon or on the Master Bond Resolution or this Resolution or otherwise with respect thereto or hereto against any board member, officer or employee of the Authority or any person executing the Series 2019 Bonds and nothing in the Series 2019 Bonds, the Master Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of the Authority the Counties, the City or any other person executing the Series 2019 Bonds.

The proceeds of the Series 2019 Bonds will be used to: (a) finance, refinance, or reimburse the Authority for the costs of acquiring, constructing and equipping the 2019 System Projects and finance the purchase and acquisition from Osceola County, Florida the toll facility known as Poinciana Parkway (Osceola), (b) deposit funds or paying the premium on a 2019 Reserve Account Credit Facility to be deposited into the 2019 Reserve Subaccount established pursuant to the Resolution, and (c) pay certain costs in connection with the issuance of the Series 2019 Bonds. As provided in the Resolution, additional Bonds may be issued from time to time pursuant to supplemental resolutions in one or more Series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as provided in the Resolution. The aggregate principal amount of Bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all Bonds issued and to be issued under the Resolution (including any Qualified Swap Payments related thereto) will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

The Series 2019 Bonds maturing on _____, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption, on _____ 1 in the following years and in the following principal amounts:

Year	Principal Amount
20	
20_	
20	
20	
20 *	
(*maturity)	

[Remainder of this page intentionally left blank

The Series 2019 Bonds maturing on _____, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption, on _____ 1 in the following years and in the following principal amounts:

Year	Principal Amount
20	
20_	
20	
20	
20 *	
(*maturity)	

The Series 2019 Bonds maturing before _____, 20_ are not subject to optional redemption prior to maturity. The Series 2019 Bonds maturing on and after _____ 1, 20__ are subject to redemption prior to their maturity at the option of the Authority upon published notice as hereinafter provided, as a whole or in part at any time, on and after _____ 1, 20__, at the respective redemption prices (expressed as percentages of the principal amount of the Series 2019 Bonds or portions thereof to be redeemed) set forth below, together with accrued interest to the redemption date:

Period During which Redeemed (both dates inclusive)	Redemption Price

Notwithstanding anything in the Resolution to the contrary, at any time the Series 2019 Bonds are subject to optional redemption pursuant to the Resolution, all or a portion of the Series 2019 Bonds to be redeemed as specified in the notice of redemption, maybe purchased by the Trustee at the direction of the Authority on the date which would be the redemption date if such Series 2019 Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2019 Bonds on the redemption date for the account of and at the direction of the Authority who shall give the Trustee notice at least ten (10) days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2019 Bonds. In the event the Trustee is so directed to purchase Series 2019 Bonds in lieu of redemption, no notice to the Registered Owners of Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2019 Bonds if such Series 2019 Bonds had been redeemed rather than purchased. Each Series

2019 Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Authority. Series 2019 Bonds to be purchased hereunder which are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

If less than all of the Series 2019 Bonds are to be redeemed or purchased in lieu thereof, the maturities and principal amounts of each such maturity to be redeemed or purchased (other than redemptions from Sinking Fund Installments which shall be made from the corresponding maturities specified above) shall be selected by the Authority, and in the event less than all of the Series 2019 Bonds of an entire maturity are redeemed or purchased, the Series 2019 Bonds of such maturity or a series thereof shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2019 Bond of a denomination of more than $5,000 to be redeemed or purchased shall be in the principal amount of $5,000 or any integral multiple thereof, and that in selecting portions of such Series 2019 Bonds for redemption or purchase, the Trustee shall treat each such Series 2019 Bond as representing that number of Series 2019 Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2019 Bond to be redeemed or purchased in part by $5,000.

The Series 2019 Bonds are payable upon redemption at the above-mentioned offices of the Registrar. Notice of optional redemption shall be published not less than twenty (20) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. The Series 2019 Bonds or portions thereof specified in said notice to be optionally redeemed shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2019 Bonds to be optionally redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2019 Bonds shall cease to accrue and become payable to the registered owners entitled to payment thereof. No redemption notice shall be required with respect to the Series 2019 Bonds that are subject to mandatory redemption.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a day which is not a Business Day pursuant to the Resolution, then the date for such payment shall be the next succeeding Business Day and payment on such succeeding Business Day shall have the same force and effect as if made on the nominal date of payment.

This Bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Registrar by the Registered Owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered Bond or Bonds, of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed, provided that neither the Authority nor the Registrar is required to exchange or transfer this Bond for a period of twenty (20) days next preceding any selection of Series 2019 Bonds to be redeemed and thereafter until after the first publication or mailing of any notice of redemption, and, in addition, for a period of twenty (20) days preceding an interest payment date. The Authority, the Trustee, the Registrar and the Paying Agent may deem and treat the person in

whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and the interest due hereon and for all other purposes. The Series 2019 Bonds are issuable in the form of fully registered bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000.

By purchasing and accepting delivery of the Series 2019 Bonds, the Holders of the Series 2019 Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in connection with the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication endorsed hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Series 2019 Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman (or Vice Chairman) of the Central Florida Expressway Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Secretary, Assistant Secretary or Executive Assistant.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

(SEAL)

By:_____
Its:_____

ATTEST:

By:_____
Its: Executive Assistant

REGISTRAR'S CERTIFICATION OF AUTHENTICATION

This Series 2019 Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Wells Fargo Bank, N.A., AS REGISTRAR

By _____
Authorized Signature

Date of Authentication: _____ _, 2019.

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

_____
(PLEASE PRINT OR TYPEWRITE NAME, SOCIAL SECURITY NUMBER. OR OTHER IDENTIFY NUMBER OF ASSIGNEE AND ADDRESS INCLUDING ZIP CODE OF ASSIGNEE)

_____the within Bond of the Central Florida Expressway Authority and hereby irrevocably constitutes and appoints

_____ attorney to transfer the said Bond on the Books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security Number or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants in the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

[End of Bond Form]

SECTION 4.09. Book-Entry Only System.

A. The Series 2019 Bonds when initially issued shall be registered in the name of Cede & Co., or such other name as may be requested by an authorized representative of the Depository Trust Company ("DTC"), as nominee of DTC, in the form of a single fully registered Bond for each maturity of the Series 2019 Bonds. DTC is hereby appointed initial securities depository for the Series 2019 Bonds, subject to the provisions of subsection (B) of this Section. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2019 Bonds, individual purchases of beneficial ownership interests in such Series 2019 Bonds may be made only in book form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2019 Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2019 Bonds, payments of principal and the redemption price of and premium (if any) and interest on such Series 2019 Bonds will be made by wire transfer to DTC or its nominee, or otherwise pursuant to DTC's rules and procedures as may be agreed upon by the Authority, the Paying Agent and DTC. Transfers of principal, redemption price and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2019 Bonds by DTC participants will be the responsibility of such participants, indirect participants and other nominees of such beneficial owners. So long as DTC or its nominee, as securities depository, is the Bondholder of Series 2019 Bonds, the Authority shall send, or cause the Paying Agent to send, or take timely action to permit the Paying Agent to send to DTC notice of redemption of such Series 2019 Bonds and any other notice required to be given to Bondholders of Series 2019 Bonds pursuant to the Resolution, as supplemented herein, in the manner and at the times prescribed by the Resolution, as supplemented herein, or otherwise pursuant to DTC's rules and procedures or as may be agreed upon by the Authority, the Paying Agent (if applicable) and DTC.

Neither the Authority nor any fiduciary shall have any responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (i) sending transaction statements; (ii) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant, indirect participant or other nominees of such beneficial owners; (iii) payment or the timeliness of payment by DTC to any DTC participant, indirect participant or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owner of any amount due in respect of the principal or the redemption price of or interest on Series 2019 Bonds; (iv) delivery or timely delivery by DTC to any DTC participant or indirect participant, or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owners of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution, as supplemented herein to be given to Bondholders of Series 2019 Bonds; (v) the selection of the beneficial owners to receive payment in the event of any partial redemption of Series 2019 Bonds; or (vi) any action taken by DTC or its nominee as the Bondholder of the Series 2019 Bonds.

Notwithstanding any other provisions of the Master Bond Resolution to the contrary, the Authority, the Paying Agent and each other fiduciary shall be entitled to treat and consider the Holder in whose name each Series 2019 Bond is registered in the registration books as the absolute Holder of such Series 2019 Bond for the purpose of payment of the principal of or the

redemption price of and premium (if any) and interest on such Series 2019 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2019 Bond, for the purpose of registering transfers with respect to such Series 2019 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal and the redemption price of and premium (if any) and interest on the Series 2019 Bonds only to or upon the order of the respective Holders, as shown on the registration books as provided in the Master Bond Resolution, as supplemented by this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal or the redemption price of and premium (if any) and interest on the Series 2019 Bonds to the extent of the sum or sums so paid.

Notwithstanding any other provisions of the Master Bond Resolution, as supplemented by this Resolution, so long as any Series 2019 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or the redemption price of and interest on such Series 2019 Bond and all notices with respect to such Series 2019 Bond shall be made and given, respectively, pursuant to DTC rules and procedures.

Payments by the DTC participants to beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Paying Agent or the Authority, subject to any statutory and regulatory requirements as may be in effect from time to time.

Provisions similar to those contained in this subsection (A) may be made by the Authority in connection with the appointment by the Authority of a substitute securities depository, or in the event of a successor to any securities depository.

B. The Authority shall issue Series 2019 Bond certificates (the "Replacement Bonds") directly to the beneficial owners of the Series 2019 Bonds, or their nominees, in the event that DTC determines to discontinue providing its services as securities depository with respect to such Series 2019 Bonds, at any time by giving notice to the Authority, and the Authority fails to appoint another qualified securities depository to replace DTC. In addition, the Authority shall issue Replacement Bonds directly to the beneficial owners of the Series 2019 Bonds, or their nominees, in the event the Authority discontinues use of DTC as securities depository at any time upon determination by the Authority, in its sole discretion and without the consent of any other person, that beneficial owners of the Series 2019 Bonds shall be able to obtain certificated Series 2019 Bonds.

C. In connection with any notice of redemption provided in accordance with the Master Bond Resolution, as supplemented by this Resolution, notice of such redemption shall also be sent by the Paying Agent by first class mail, overnight delivery service or other secure overnight means, postage prepaid, to any Rating Agency then maintaining a rating with respect to the Series 2019 Bonds and to the Repository in accordance with applicable rules and regulations then in effect, in each case not later than the mailing of notice required herein.

SECTION 4.10. Redemption Prices and Terms: Purchase in Lieu of Redemption.

A. Optional Redemption. The Series 2019 Bonds shall be subject to such optional redemption provisions as shall be subsequently provided in the final Official Statement approved by the Chairman or the Vice Chairman pursuant to the authority provided herein.

B. Mandatory Redemption. The Series 2019 Bonds shall also be subject to mandatory redemption to satisfy sinking fund installments as shall be provided in the final Official Statement approved by the Chairman or Vice Chairman pursuant to the authority and guidelines described herein.

C. Purchase in Lieu of Optional Redemption. Notwithstanding anything in this Resolution to the contrary, at any time the Series 2019 Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Series 2019 Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Trustee at the direction of the Authority on the date which would be the redemption date if such Series 2019 Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2019 Bonds on the redemption date for the account of and at the direction of the Authority who shall give the Trustee notice at least ten (10) days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds. In the event the Trustee is so directed to purchase Series 2019 Bonds in lieu of optional redemption, no notice to the Registered Owners of Series 2019 Bonds to be so purchased (other than the notice of redemption otherwise required hereunder) shall be required, and the Trustee shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2019 Bonds if such Series 2019 Bonds had been redeemed rather than purchased. Each Series 2019 Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Authority. Series 2019 Bonds to be purchased under this Section 4.10.C. which are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

D. Selection of Bonds to be Redeemed or Purchased. If less than all of the Series 2019 Bonds are to be redeemed or purchased in lieu thereof, the maturities and principal amounts of each such maturity to be redeemed or purchased shall be selected by the Authority, and in the event less than all of the Series 2019 Bonds of an entire maturity or a series thereof are redeemed or purchased, the Series 2019 Bonds of such maturity shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2019 Bond of a denomination of more than $5,000 to be redeemed or purchased shall be in the principal amount of $5,000 or any integral multiple of $5,000 in excess thereof, and in selecting portions of such Series 2019 Bonds for redemption or purchase, the Trustee shall treat each such Series 2019 Bond as representing that number of Series 2019 Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2019 Bond to be redeemed or purchased in part by $5,000.

SECTION 4.11. Redemption Provisions. The redemption of the Series 2019 Bonds shall be subject to the requirements of the Master Bond Resolution, provided however, that: (a) the provisions of Section 3.2 of the Master Resolution regarding notice of redemption is required solely with respect to the exercise by the Authority of its right to optionally redeem the Series 2019 Bonds, and (b) the thirty (30) day notice period set forth in Section 3.2 of the Master Bond Resolution for the notice of optional redemption of the Series 2019 Bonds is hereby changed to twenty (20) days with respect to the Series 2019 Bonds.

So long as DTC is effecting book-entry transfers of the Series 2019 Bonds, the Paying Agent shall provide the redemption notices referenced in this Section 4.11 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Series 2019 Bond to notify the beneficial owner of the Series 2019 Bond so affected, shall not affect the validity of the redemption of such Series 2019 Bond.

Any notice of optional redemption given pursuant to this Section 4.11 shall state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the Redemption Date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Bondholders of Series 2019 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

ARTICLE V
SALE OF BONDS

SECTION 5.01 Approval of Bond Purchase Agreement. The offer in the form of the Bond Purchase Agreement presented by the Purchaser and attached hereto as **Exhibit A** is hereby approved, subject to such changes, insertions and omissions and filling of blanks therein as may be approved and made in such form by the Chairman, the Vice Chairman or an Authorized Officer in a manner consistent with the terms of this Resolution, execution and delivery of the Bond Purchase Agreement to be conclusive evidence of such approval. Upon receipt of a disclosure statement from the Purchaser and a financial analysis from the Purchaser and the Financial Advisor evidencing that the requirements set forth in Section 4.01 hereof are met, an Authorized Officer is hereby authorized to accept the offer of the Purchaser to purchase the Series 2019 Bonds in an aggregate principal amount of not to exceed the amount specified in Section 4.01.A. hereof and at a purchase price reflecting an underwriter's discount of not greater than 0.50% of the par amount of the Series 2019 Bonds, reduced by any original issue discount and increased by any premium reflected in the original offering price to the public of such current interest paying bonds, if any, thereon, plus accrued interest thereon to the date of delivery, upon the terms and conditions set forth in the Bond Purchase Agreement. The Chairman or Vice Chairman or Authorized Officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the Authority pursuant to the terms hereof. The Chairman or Vice Chairman or Authorized Officer is hereby authorized to designate and

negotiate with another member of the Authority's underwriting team to serve as Purchaser of the Series 2019 Bonds, subject to the terms and conditions of this Resolution and the Bond Purchase Agreement.

SECTION 5.02. Official Statement. The Authority hereby approves the form and content of the draft Preliminary Official Statement with respect to the Series 2019 Bonds attached hereto as **Exhibit B**. The Chairman or Vice Chairman of the Authority is hereby authorized to approve the form of a Preliminary Official Statement, including for purposes of making findings required for purposes of Rule 15c2-12, together with such changes, insertions, omissions and filling of blanks therein as the Chairman or Vice Chairman, in his or her discretion, may approve, including such changes as may be necessary to make appropriate disclosure of the Authority's financial and operational results, and otherwise in substantially the form attached hereto, execution of a certificate deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 to be conclusive evidence of such approval, and to authorize the distribution of such Preliminary Official Statement by the Purchaser in connection with the initial marketing of the Series 2019 Bonds. The Chairman, Vice Chairman or an Authorized Officer is hereby authorized to approve and execute, on behalf of the Authority, a final Official Statement with respect to the Series 2019 Bonds, with such changes, supplements, modifications, insertions and deletions from the Preliminary Official Statement as the Chairman, Vice Chairman, or Authorized Officer in his or her sole discretion, shall approve, such execution to be conclusive evidence of such approval. The Authority hereby consents to the use of the final Official Statement by the Purchaser.

SECTION 5.03. Continuing Disclosure Agreement. For purposes of enabling the Purchaser to comply with the requirements of Rule 15c2-12, the form of the Continuing Disclosure Agreement attached hereto as **Exhibit C** is hereby approved in a manner consistent with the terms of this Resolution, subject to such changes, insertions, omissions and filling of blanks therein as may be approved and made in such form by the officer of the Authority executing the same, execution and delivery thereof to be conclusive evidence of such approval. The Chairman, Vice Chairman or Authorized Officer of the Authority is hereby authorized to execute and deliver the Continuing Disclosure Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution.

SECTION 5.04. Trustee, Paying Agent and Registrar Agreement. The form of the Trustee, Paying Agent and Registrar Agreement attached hereto as **Exhibit D** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Trustee, Paying Agent and Registrar Agreement by the officers of the Authority executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval. The Chairman, Vice Chairman or Authorized Officer is hereby authorized to execute the Trustee, Paying Agent and Registrar Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution. Wells Fargo Bank, N.A. is hereby designated as the initial Trustee, Paying Agent and Registrar under the Trustee, Paying Agent and Registrar Agreement and shall serve until it resigns or is removed and a successor Trustee,

Paying Agent and Registrar is appointed for the Series 2019 Bonds as provided in the Trustee, Paying Agent and Registrar Agreement.

SECTION 5.05. 2019 Reserve Account Credit Facility. The Authority hereby approves the selection of the 2019 Reserve Facility Provider as the provider of the 2019 Reserve Account Credit Facility, authorizes the delivery by the 2019 Reserve Facility Provider of the 2019 Reserve Account Credit Facility, and the payment of the premium associated with the 2019 Reserve Account Credit Facility. The determination of whether to obtain the 2019 Reserve Account Credit Facility for all or a portion of the Series 2019 Bonds shall be made by the Chairman, the Vice Chairman or an Authorized Officer of the Authority based upon the advice of the Financial Advisor. The Chairman, Vice Chairman or Authorized Officer of the Authority is hereby authorized to execute on behalf of the Authority any and all documents, instruments, certificates and agreements in connection with the purchase and delivery of the 2019 Reserve Account Credit Facility with such changes, insertions and omissions and filling of blanks therein as may be approved and made to such documents, instruments, certificates and agreements by the Chairman, Vice Chairman or Authorized Officer of the Authority executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval.

ARTICLE VI
TAX COMPLIANCE AND REBATE PROVISIONS

SECTION 6.01. The 2019 Rebate Fund. There is hereby created and established a fund to be known as the "Central Florida County Expressway Authority Senior Lien Revenue Bonds, Series 2019 Rebate Fund" (hereinafter referred to as the "2019 Rebate Fund"). The 2019 Rebate Fund shall be maintained with the Paying Agent and shall be kept separate and apart from all other funds of the Authority and used for the purpose and in the manner provided in this Section and shall be and constitute a trust fund for such purposes. The Bonds, including any Additional Bonds or Refunding Bonds hereafter issued pursuant to and within the terms, limitations and conditions contained in the Master Bond Resolution, as supplemented by this Resolution, shall have no lien on or pledge of the moneys at any time or from time to time on deposit in the 2019 Rebate Fund and the moneys in the 2019 Rebate Fund shall be available for use only as herein provided. The Authority shall use moneys deposited in the 2019 Rebate Fund only for the payment of the Rebate Amount with respect to the Series 2019 Bonds to the United States. Funds on deposit in the 2019 Rebate Fund in excess of the Rebate Amount, however, may be withdrawn and paid over to the Authority. In complying with the foregoing, the Authority may rely upon Bond Counsel's Opinion with respect thereto.

If any amount shall remain in the 2019 Rebate Fund after payment in full of all Series 2019 Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amount shall be available to the Authority for any lawful purpose.

Notwithstanding any other provision of this Resolution or the Master Bond Resolution, including in particular Section 5.1 of the Master Bond Resolution, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 6.02

hereof and this Section 6.01 shall survive the defeasance or payment in full of the Series 2019 Bonds.

SECTION 6.02. Covenants Concerning Compliance with Tax Laws. In addition to any other requirements contained in the Master Bond Resolution, the Authority hereby covenants and agrees, for the benefit of the Holders from time to time of the Series 2019 Bonds, to comply with the requirements contained in the Code to the extent necessary, and any other requirements which, in Bond Counsel's Opinion, are necessary to preserve the exclusion of interest on the Series 2019 Bonds from the gross income of the owners thereof for federal income tax purposes throughout the term of the issue.

SECTION 6.03. Amendments to Article VI. Any provision of this Resolution or of the Master Bond Resolution to the contrary notwithstanding, the provisions of this Article VI may be amended from time to time without the consent of the Paying Agent or the Bondholders upon delivery to the Paying Agent of a Bond Counsel's Opinion to the effect that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2019 Bonds.

ARTICLE VII
ESTABLISHMENT OF CERTAIN ACCOUNTS

SECTION 7.01. 2019 Construction Account. The Authority hereby establishes the "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2019 Construction Account" (the "2019 Construction Account") as a separate account under the Construction Fund established pursuant to the Master Bond Resolution. The 2019 Construction Account shall be used only for payment of the Project Costs associated with the 2019 System Projects. Moneys in the 2019 Construction Account, until applied in payment of any item of such Project Costs in the manner hereinafter provided, shall be held in trust by the Authority and shall be subject to a lien and charge in favor of the Bondholders and for the further security of such Bondholders.

There shall be paid into the 2019 Construction Account the amounts required to be so paid by the provisions of this Resolution, and there may be paid into the 2019 Construction Account, at the option of the Authority, any moneys received by the Authority from any other source for or in connection with any 2019 System Project.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a 2019 System Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall be deposited into the 2019 Construction Account.

The Authority covenants that the acquisition and construction of each 2019 System Project will be completed with diligence and in accordance with sound engineering practices. The Authority shall make disbursements or payments from the 2019 Construction Account to pay the Project Costs of the 2019 System Projects upon the filing with the Secretary of the Authority of a written requisition from the Authority's Consulting Engineers, and documents and/or certificates signed by an Authorized Officer stating with respect to each disbursement or payment to be made: (1) the item number of the payment, (2) the name and address of the person or entity to whom payment is due, (3) the amount to be paid, (4) the purpose, by general

classification, for which payment is to be made, and (5) that (A) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Project Costs of the 2019 System Projects and is a proper charge against the account of the 2019 Construction Account from which payment is to be made and has not been the basis of any previous disbursement or payment, or (B) each obligation, item of cost or expense mentioned therein has been paid by the Authority, is a reimbursement of a part of the Project Costs of the 2019 System Projects, is a proper charge against the account of the 2019 Construction Account from which payment is to be made, has not been theretofore reimbursed to the Authority or otherwise been the basis of any previous disbursement or payment and the Authority is entitled to reimbursement thereof. The Authority shall retain all such documents and/or certificates of the Authorized Officers for six (6) years from the dates of such documents and/or certificates. The Authority shall make available the documents and/or certificates at all reasonable times for inspection by any Bondholder or the agent or representative of any Bondholder.

Notwithstanding any of the other provisions of this Resolution, to the extent that other moneys are not available therefor, amounts in the 2019 Construction Account shall be applied to the payment of principal of or redemption price, if applicable, and interest on Series 2019 Bonds when due.

The date of completion of any 2019 System Project shall be determined by the Authorized Officer who, in reliance on its Independent Consultant, shall certify such fact in writing to the Board. Promptly after the date of the completion of all 2019 System Projects, and after paying or making provisions for the payment of all unpaid items of the Project Cost, the Authority shall apply any balance of moneys remaining in the 2019 Construction Account: (i) for any capital improvement related to the 2019 System Projects which, in the opinion of Bond Counsel, is permitted by the Act and shall not adversely affect the tax-exempt status of interest on the Series 2019 Bonds, (ii) for payment to the federal government of any arbitrage rebate payment required by the Code, or (iii) as otherwise provided in accordance with the terms of the Master Bond Resolution.

Notwithstanding anything herein to the contrary, that portion of the proceeds of the Series 2019 Bonds to be used by the Authority to purchase and acquire the Poinciana Parkway (Osceola) shall be transferred directly to Osceola County in connection with the issuance of the Series 2019 Bonds and shall not be deposited into the 2019 Construction Account.

SECTION 7.02. Common Reserve Subaccount. The Series 2019 Bonds will be secured by the Common Reserve Subaccount within the Debt Service Reserve Account previously established pursuant to the Master Bond Resolution and held by the Paying Agent. Amounts deposited in the Common Reserve Subaccount are pledged to secure the repayment of the Series 2019 Bonds, the Series 2018 Bonds and any Additional Bonds issued in the future by the Authority and designated by the Authority from time to time as being secured by the Common Reserve Subaccount. Deposits into and application of amounts in the Common Reserve Subaccount shall be in accordance with the Master Bond Resolution.

SECTION 7.03. 2019 Cost of Issuance Account. The Authority hereby establishes with the Trustee for the Series 2019 Bonds the "Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2019 Cost of Issuance Account" (the "2019 Cost of Issuance Account")

as a separate account under the Master Bond Resolution. Proceeds of the Series 2019 Bonds, and any other monies of the Authority, if any, deposited in the 2019 Cost of Issuance Account shall be used only for the payment of cost of issuance associated with the issuance of the Series 2019 Bonds, and until applied to the payment of such costs, shall be held by the Trustee and be subject to a lien on charge in favor of the Bondholders and for the further security of such Bondholders. Any funds remaining on deposit in the 2019 Cost of Issuance Account after the payment of all costs of issuance of the Series 2019 Bonds shall be transferred to the Interest Account of the Sinking Fund to be used for purposes of paying interest on the Series 2019 Bonds.

SECTION 7.04. Additional Funds, Accounts and Subaccounts. The Authority may, by certificate of an Authorized Officer and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with the Series 2019 Bonds, as the Authority may reasonably determine are necessary or desirable, and may provide a pledge of such funds, accounts or subaccounts to the payment of the Series 2019 Bonds apart from the pledge provided herein and in the Master Bond Resolution.

ARTICLE VIII
TRUSTEE PROVISIONS

SECTION 8.01. Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Bond Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its willful misconduct or negligence.

SECTION 8.02. Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act required by this Resolution or the Master Bond Resolution. The Trustee shall not be liable in connection with the performance of its duties under this Resolution or the Master Bond Resolution except for its own willful misconduct or negligence.

SECTION 8.03. Compensation. The Authority shall, out of System Pledged Revenues, pay to the Trustee such reasonable compensation as shall be agreed upon between the Authority and the Trustee.

SECTION 8.04. Reliance. The Trustee shall be protected and shall incur no liability for acts or omissions made in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, or other paper or document which it shall, in good faith, reasonably believe to be genuine and to have been adopted and signed by the proper board or person or to have been prepared and furnished pursuant to the provisions of this Resolution. The Trustee shall not be responsible for determining what are Permitted Investments.

SECTION 8.05. Resignation. The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Bond Resolution by notice, in writing,

to be given to the Authority not less than ninety (90) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 8.07 hereof if said appointment and acceptance shall be before the time specified by such notice.

SECTION 8.06. Removal. The Trustee may be removed at any time by the Authority.

SECTION 8.07. Successor Trustee.

A. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall, within thirty (30) days, appoint a successor Trustee to fill such vacancy. The Trustee appointed under this section shall be a bank or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity. Any such successor Trustee shall have combined capital, surplus, and undivided profits of at least $50,000,000 unless the bond insurer otherwise approves. Anything contained in this Resolution to the contrary notwithstanding, no resignation or removal shall become effective until a successor has been appointed and accepted the responsibilities hereunder.

B. Every successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 8.03, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all property and moneys held by it under this Resolution to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by the Authority.

SECTION 8.08. Mergers and Consolidations. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee shall sell or transfer all or substantially all of the bond administration portion of its corporate trust business, provided such company shall be a bank, or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity, shall be successor to the Trustee without the execution or filing of any paper or performance of any further act.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01. Authorizations. The Chairman of the Authority is hereby authorized to countersign the Series 2019 Bonds by his manual or facsimile signature in the manner provided herein. The Chairman, Vice Chairman, Secretary, Executive Director, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, the Executive Director and the Chief Financial Officer of the Authority are hereby designated as the primary officers of the Authority charged with the responsibility of issuing the Series 2019 Bonds. In the absence or unavailability of the Chairman, the Vice Chairman is hereby authorized to act in his place.

SECTION 9.02. Parties Interested Herein. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the Paying Agent, and the registered owners of the Series 2019 Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent and the registered owners of the Series 2019 Bonds.

SECTION 9.03. Controlling Law; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of the Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Authority in his or her individual capacity, and neither the members of the Governing Body of the Authority nor any official executing the Series 2019 Bonds shall be liable personally on the Series 2019 Bonds or under this Supplemental Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the Series 2019 Bonds or the execution thereof by the Authority or such officers thereof.

SECTION 9.04. Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the Series 2019 Bonds, the Holders of the Series 2019 Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

SECTION 9.05. Designation of Poinciana Parkway (Osceola) as a System Project. Upon the issuance of the Series 2019 Bonds and the purchase and acquisition of the Poinciana Parkway (Osceola), such toll facility shall constitute a "System Project" for the purposes of the Master Bond Resolution, subject to satisfying the requirements of the Master Bond Resolution for such designation.

SECTION 9.06. Effective Date. This Resolution shall become effective upon approval.

This Resolution was approved and adopted by the Expressway Authority on October 10, 2019.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By:_____
Jay Madara, Chairman

ATTEST:

By:_____
Mimi Lamaute, Executive Assistant

Signed:

Based upon review by Counsel to the Authority acting upon the direction of General Counsel, this Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

[Attached]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

$[_____]	$[_____]
SENIOR LIEN REVENUE BONDS, SERIES 2019A	**SENIOR LIEN REVENUE BONDS, SERIES 2019B**

BOND PURCHASE AGREEMENT

[_____ __, 2019]

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

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities LLC, acting on behalf of itself and as representative (the "Representative") of the other underwriters listed on Exhibit B attached hereto (collectively, including the Representative, the "Underwriters"), offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the Central Florida Expressway Authority (the "Issuer") for the purchase by the Underwriters and the sale by the Issuer of the hereinafter described Series 2019 Bonds (as defined herein).

The offer made herein by the Underwriters is subject to acceptance thereof by the Issuer at or prior to 6:00 p.m., prevailing time in Orlando, Florida, on the date hereof and, upon such acceptance, evidenced by the signature of a duly Authorized Officer (as defined in the hereinafter defined Bond Resolution) in the space provided below, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriters.

1. Upon the terms and conditions negotiated between the Representative and the Issuer and in reliance upon the respective representations, warranties, covenants and agreements, all as set forth herein, the Underwriters, jointly and severally, hereby agree to purchase from the Issuer for a bona fide offering to the public and the Issuer hereby agrees to sell and deliver to the Underwriters for such purpose, all (but not less than all) of (i) $[_____] in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2019A (the "Series 2019A Bonds") for a purchase price of $[_____] (the "Series 2019A Purchase Price"), which represents the par amount of the Series 2019A Bonds of $[_____], plus/less [net] bond premium/discount of $[_____], less an underwriters' discount of $[_____]; and (ii) $[_____] in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2019B (the "Series 2019B Bonds" and together with the Series 2019A Bonds, the "Series 2019 Bonds") for a purchase price of $[_____] (the "Series 2019B Purchase Price" and together with the Series 2019A Purchase Price, the "Purchase Price"), which Purchase Price shall be payable to the Issuer on the Closing Date (as defined herein) as provided in Section 6 below. The date for delivery of and payment for the Series 2019 Bonds is expected to be **[_____ __, 2019]**, and is referred to herein as the "Closing Date." The Series 2019 Bonds shall be dated as of the Closing Date, shall mature on such dates and in such principal amounts

and pay interest at such rates as described in Exhibit F attached hereto. Interest shall be payable semi-annually on each January 1 and July 1, commencing **[_____ 1, 20__]**. The Series 2019 Bonds shall be subject to redemption as described in Exhibit F attached hereto.

Prior to the date hereof, the Issuer has provided to the Underwriters the Preliminary Official Statement relating to the Series 2019 Bonds dated **[_____ 1, 20__]**, including the cover page, inside cover page, appendices and any addendum thereto (the "Preliminary Official Statement"). The Preliminary Official Statement as amended to delete the preliminary language, to reflect the date and the terms of this Bond Purchase Agreement and to reflect the maturities, principal amounts, interest rates, and redemption provisions of the Series 2019 Bonds and with such additional changes and amendments as shall be approved by the Issuer and the Underwriters is hereinafter referred to as the "Official Statement."

The Series 2019 Bonds shall be as described in, and will be issued pursuant to, Chapter 348, Part III, Florida Statutes (the "Act"), and that certain Amended and Restated Master Bond Resolution adopted by the Issuer on February 3, 2003 (the "Master Bond Resolution"), as supplemented and amended from time to time, and as particularly supplemented by the Twenty-Fifth Supplemental Revenue Bond Resolution authorizing the issuance of Senior Lien Revenue Bonds, Series 2019, adopted by the Issuer on **[October 10, 2019]** (the "Twenty-Fifth Supplemental Resolution," and together with the Master Bond Resolution, the "Bond Resolution"). Capitalized terms used herein and not otherwise expressly defined herein shall have the meanings assigned thereto in the Bond Resolution or the Official Statement, as applicable.

The Series 2019A Bonds are being issued by the Issuer to provide funds to (a) finance, the purchase price of a toll facility known as the Poinciana Parkway (SR 538) to be acquired by the Issuer from Osceola County, Florida, (b) deposit funds or pay the premium on a reserve account credit facility to be deposited into a debt service reserve account created under the Bond Resolution, and (c) pay certain costs in connection with the issuance of the Series 2019A Bonds. The Series 2019B Bonds are being issued by the Issuer to provide funds to: (i) finance, refinance, or reimburse the Issuer for the costs of acquiring, constructing and equipping the 2019 System Projects, (ii) deposit funds or pay the premium on a reserve account credit facility to be deposited into the debt service reserve account created under the Bond Resolution and (iii) pay certain costs in connection with the issuance of the Series 2019B Bonds.

The Series 2019 Bonds and all obligations under the Bond Resolution are limited obligations of the Issuer payable solely from the System Pledged Revenues, and, if applicable, any Supplemental Payments or Series Payments hereafter pledged to the payment of the Series 2019 Bonds and earnings and funds held in certain funds and accounts, as respectively provided in the Bond Resolution. The Series 2019 Bonds will be secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution and any Qualified Swap Agreements related to such Bonds.

The terms of the Disclosure Statement of the Underwriters required by Section 218.385(6), Florida Statutes, including a Truth-in-Bonding Statement, are provided in Exhibit A attached hereto.

The Representative has delivered to the Issuer by wire an amount equal to [_____] Dollars which is one percent (1%) of the principal amount of the Series 2019 Bonds shown on the cover of the Preliminary Official Statement (such wire being hereafter referred to as the "Good Faith Deposit") as security for the performance by the Underwriters of their obligation to accept and purchase the Series 2019 Bonds on the Closing Date subject to the terms of this Bond Purchase Agreement. If the offer made hereby is accepted, the Issuer agrees to hold the amount of the Good Faith Deposit as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2019 Bonds at the Closing (as defined herein) and, will net the Good Faith Deposit against the purchase price of the Series 2019 Bonds due at Closing.

In the event the Underwriters fail to purchase the Series 2019 Bonds at the Closing, unless such failure is permitted as provided in Sections 7 and 8 hereof, or if this Bond Purchase Agreement has been terminated by the Underwriters other than as permitted by Section 8 hereof, the Issuer shall retain the Good Faith Deposit as full compensation for such failure as and for full liquidated damages, and not as a penalty, for such failure and for any default under this Bond Purchase Agreement on the part of the Underwriters. Except for those expenses set forth in Section 11 hereof, no party hereto shall have any further rights against any other party hereunder.

In the event the Issuer fails to deliver the Series 2019 Bonds at Closing or if the Issuer shall be unable to satisfy the conditions precedent to the obligations of the Underwriters contained herein (unless such conditions precedent are waived in writing by the Representative), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the Issuer shall immediately return the Good Faith Deposit to the Representative without interest. Such return of the Good Faith Deposit shall constitute a full release and discharge of all claims against the Issuer arising out of the transactions contemplated hereby. Except for those expenses set forth herein, no party hereto shall have any further rights against any other party hereunder.

2. The Issuer agrees to provide, or cause to be provided, to the Representative, within seven (7) business days after the execution of this Bond Purchase Agreement by the Issuer or three (3) business days prior to the Closing, whichever comes first, five (5) conformed copies of the Preliminary Official Statement and the final Official Statement in sufficient quantity to permit the Underwriters to comply with paragraph (b)(4) of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission of the United States (the "SEC"), under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the applicable rules of the SEC and the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer shall also provide electronic copies of the Preliminary Official Statement and the Official Statement in word searchable portable document format ("Electronic Form") to enable the Underwriters to comply with their obligations pursuant to Rule G-32 of the MSRB, and Representative hereby acknowledges and agrees that the electronic delivery of the Preliminary Official Statement and the Official Statement in Electronic Form shall satisfy the requirements set forth in the first sentence of this paragraph.

The Issuer hereby authorizes the Representative to file the Official Statement, not later than the Closing Date, and the Representative hereby agrees to file the Official Statement with the MSRB's Electronic Municipal Market Access system within the timeframe required by MSRB Rule G-32. Failure of the Issuer's printer to provide copies of the Official Statement in Electronic Form or otherwise within seven (7) business days after the execution of this Bond Purchase

Agreement by the Issuer or three (3) business days prior to Closing, whichever comes first, will not constitute a breach of this Bond Purchase Agreement by the Issuer if such failure is proximately caused by the Representative, any of the other Underwriters, or any agent or employee of any of the Underwriters.

3. The Issuer hereby ratifies and confirms the use by the Underwriters of the Preliminary Official Statement in the marketing of the Series 2019 Bonds and hereby authorizes the circulation by the Underwriters of the Official Statement, including any supplements or amendments thereto approved by the Issuer, in connection with the public offering of the Series 2019 Bonds, in printable paper form and/or in Electronic Form. The Issuer acknowledges that it has deemed the Preliminary Official Statement "final" as of its date, within the meaning of the Rule 15c2-12 except for omissions permitted by Rule 15c2-12. The Underwriters reserve the right to lower the initial offering prices set forth in the Official Statement as they deem necessary in connection with the marketing of the Series 2019 Bonds. The Underwriters may offer and sell the Series 2019 Bonds to certain dealers (including dealers depositing the Series 2019 Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth in the Official Statement. The Underwriters also reserve the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Series 2019 Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

4. The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Series 2019 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit G, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer, and Co-Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019 Bonds.

Except as otherwise set forth in EXHIBIT G attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2019 Bonds (the "10% Test" is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test).

The Representative confirms that the Underwriters have offered all maturities of the Series 2019 Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in EXHIBIT G attached hereto. EXHIBIT G also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2019 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2019 Bonds, the Underwriters will neither offer nor sell unsold Series 2019 Bonds of that maturity to any person at a price that is higher than the initial

offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2019 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative confirms that:

(a) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to:

(A) (i) report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% Test has been satisfied as to the Series 2019 Bonds of that maturity or all Series 2019 Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires,

(B) promptly notify the Representative of any sales of the Series 2019 Bonds that, to its knowledge, are made to a purchaser who is a related party to an Underwriter participating in the initial sale of the Series 2019 Bonds to the public (each such term being used as defined below), and

(C) acknowledge that, unless otherwise advised by an Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by an Underwriter, dealer or broker-dealer is a sale to the public; and

(b) and any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2019 Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allotted to it until it is notified by the Representative or an Underwriter that either the 10% Test has been satisfied as to the Series 2019 Bonds of that maturity or all Series 2019 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or an Underwriter and as set forth in the related pricing wires.

The Underwriters acknowledge that sales of any Series 2019 Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Bonds to the public),

(iii) a purchaser of any of the Series 2019 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

5. The Issuer hereby agrees with, and makes the following representations to the Underwriters as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing as described in Section 16 hereof:

(a) The Issuer is a body politic and corporate and an agency of the State of Florida duly created and existing under the constitution and laws of the State of Florida;

(b) The Issuer has full legal right, power and authority to and has taken all necessary official actions to: (i) enter into this Bond Purchase Agreement, (ii) adopt, execute and deliver the Bond Resolution, (iii) sell, issue and deliver the Series 2019 Bonds to the Underwriters as provided herein, (iv) authorize and execute the Continuing Disclosure Agreement dated **[_____ __, 2019]** between the Issuer and Digital Assurance Certification, L.L.C. (the "Continuing Disclosure Agreement"), and (v) carry out and

consummate the transactions contemplated by this Bond Purchase Agreement, the Bond Resolution, the Continuing Disclosure Agreement, and the Official Statement, and as of the date hereof is in compliance, in all material respects, with the Act as it applies to the issuance of the Series 2019 Bonds;

(c) By all necessary official actions prior to or concurrently with the acceptance hereof, (i) the Issuer has duly adopted the Bond Resolution, (ii) the Issuer has prior to the mailing of the Preliminary Official Statement and will have prior to the mailing of the Official Statement, duly approved the form, content, circulation and use of the same and (iii) the Issuer has duly authorized the execution and delivery of the Series 2019 Bonds and the performance by the Issuer of the obligations on its part contained in the Series 2019 Bonds, the Bond Resolution, the Continuing Disclosure Agreement and this Bond Purchase Agreement, and the consummation by the Issuer of all other transactions contemplated by this Bond Purchase Agreement in connection with the issuance of the Series 2019 Bonds;

(d) The Issuer is currently not in material breach of or material default under the Bond Resolution, the Act or any other applicable constitutional provision, law or administrative regulation of the State of Florida or the United States or any applicable judgment or decree, or any relevant loan agreement, indenture, bond, note or resolution, agreement or other relevant instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing that with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, which breach or default covered by this subsection (d) would materially adversely affect the ability of the Issuer to perform its obligations under the Bond Resolution, the Series 2019 Bonds, the Continuing Disclosure Agreement, or this Bond Purchase Agreement;

(e) The adoption of the Bond Resolution and the execution and delivery of the Series 2019 Bonds, the Continuing Disclosure Agreement, and this Bond Purchase Agreement and compliance with the provisions on the part of the Issuer contained therein, will not constitute a material breach of or material default under any applicable constitutional provision, law, administrative regulation, judgment, decree, or any relevant loan agreement, indenture, bond, note, resolution, agreement or other relevant instrument to which the Issuer is a party or to which the Issuer is otherwise subject, which breach or default would materially adversely affect the ability of the Issuer to perform its obligations under the Bond Resolution, the Continuing Disclosure Agreement, the Series 2019 Bonds or this Bond Purchase Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer except as provided by the Series 2019 Bonds, and the Bond Resolution;

(f) All authorizations, approvals, consents or registrations and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over matters which are required for the due authorization or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with the issuance of the Series 2019 Bonds under this Bond Purchase Agreement, and the Bond Resolution and which are

required to be obtained by the Issuer have been duly obtained and will be as of the Closing Date in full force and effect;

(g) The Series 2019 Bonds, when issued, executed and delivered in accordance with the Bond Resolution and sold to the Underwriters as provided herein, will be entitled to the benefits of the Bond Resolution;

(h) As of its date and as of the date hereof, the information contained in the Preliminary Official Statement was and is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of circumstances under which they were made, not misleading; provided that the Issuer makes no representations with respect to information supplied by the Depository Trust Company, New York, New York ("DTC"), or the Underwriters for use in the Official Statement, and (ii) the information contained in the Official Statement will be, as of its date and at all times up to and including the Closing Date, complete, accurate, true, and correct, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein made, in light of the circumstances under which they were made, not misleading; provided that the Issuer makes no representations with respect to information supplied by DTC, or the Underwriters for use in the Official Statement;

(i) The Issuer will not take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Series 2019 Bonds to be applied in a manner other than as provided in the Bond Resolution and described in the Official Statement or which would cause the interest on the Series 2019 Bonds to become includable in the gross income of the owners thereof for federal income tax purposes;

(j) To the best knowledge of the undersigned signatory of the Issuer, after due inquiry, as of the date hereof and except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending (and concerning which service of process or other adequate legal notice has been made) or, to the best knowledge of the undersigned signatory of the Issuer, threatened against the Issuer to a degree constituting a significant possibility that they will be instituted, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2019 Bonds or the collection of the System Pledged Revenues pledged to pay the principal of, premium, if any, and interest on the Series 2019 Bonds, and the amounts held in the funds and accounts established pursuant to the Bond Resolution, or contesting or affecting as to the Issuer, the authorization for the issuance of the Series 2019 Bonds, the adoption of the Bond Resolution, the execution and delivery of the Continuing Disclosure Agreement, this Bond Purchase Agreement, or contesting the exclusion from gross income of interest on the Series 2019 Bonds for federal income tax purposes, or contesting the completeness or accuracy of the Preliminary Official Statement or any supplement or amendment thereto, or contesting the authority of the Issuer for the issuance of the Series 2019 Bonds, the adoption of the Bond Resolution, or the execution and delivery by the Issuer of this Bond Purchase Agreement, and the Continuing Disclosure Agreement;

(k) The Issuer will furnish such information, execute such documents and certificates and take such other action in cooperation with the Underwriters as the Representative may reasonably request in order to (i) qualify the Series 2019 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Representative may designate and (ii) determine the eligibility of the Series 2019 Bonds for investment under the laws of such states and other jurisdictions or to continue such qualifications in effect so long as required for the distribution of the Series 2019 Bonds; provided, however, that the Issuer shall not be required to (A) spend money, (B) execute a general or special consent to service of process, (C) qualify to do business in such states and other jurisdictions in connection with any such qualification or determination in any jurisdiction or (D) register as a dealer or broker in any such jurisdiction;

(l) Any certificate or document signed by an Authorized Officer and delivered to the Underwriters in connection with the issuance of the Series 2019 Bonds and as required under this Bond Purchase Agreement shall be deemed a representation by the Issuer to the Underwriters as to the statements made therein;

(m) From the date hereof until the earlier of: (i) ninety (90) days after the End of the Underwriting Period (as defined herein), or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the End of the Underwriting Period, if any event occurs as a result of which the Issuer or the Representative believes it may be necessary to amend or supplement the Official Statement in order to correct any untrue statement of a material fact contained in the Official Statement or to include a statement of material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer and the Representative will notify each other thereof and, if in the opinion of Disclosure Counsel (as defined herein), after consultation with the Issuer and the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will prepare and furnish to the Underwriters an amendment or supplement to the Official Statement, in form and substance jointly approved by the Issuer and the Representative, which approval shall not be unreasonably withheld, so the Official Statement, as so amended or supplemented, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which such statements were made, not misleading; provided, however, the Underwriters shall not be liable to the Issuer for any claims arising out of the Issuer's decision not to amend or supplement the Official Statement. The cost of any such amendment or supplement shall be borne by the Issuer;

(n) For purposes of this Bond Purchase Agreement, the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (i) the Closing Date, or (ii) when the Underwriters no longer retain an unsold balance of the Series 2019 Bonds; unless otherwise advised in writing by the Representative on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Representative, the Issuer may assume that the End of the Underwriting Period is the Closing Date;

(o) If a change referenced to in paragraph (m) above occurs subsequent to the Closing, the Issuer will furnish to the Underwriters such legal opinions, certificates, instruments, and documents as the Representative may reasonably request to evidence the truth and accuracy of such corrected information (thereafter, this Bond Purchase Agreement will refer to such corrected information);

(p) Between the date of execution of this Bond Purchase Agreement and the Closing Date, except as set forth in or contemplated by the Official Statement, (i) the Issuer has not incurred and will not have incurred any material liabilities or obligations relating to the System, direct or contingent, except in the ordinary course of business, and has not entered and will not have entered into any material transaction relating to the System not in the ordinary course of business, (ii) there has not been and will not have been any increase in the long term debt payable from System Pledged Revenues or material decrease in the funds and accounts of the Issuer which shall secure the payment of such long term debt, (iii) there has not been and will not have been any material adverse change in the business or the financial position or results of operations of the System, (iv) no loss or damage (whether or not insured) to the property of the System has been or will have been sustained which materially and adversely affects the operations of the System, and (v) no legal or governmental proceeding affecting the System or the transactions contemplated by this Bond Purchase Agreement has been or will have been instituted or threatened which is reasonably anticipated to have a material adverse effect on the financial conditions or operations of the Issuer;

(q) Except as disclosed in the Official Statement, during the previous five years the Issuer has not failed to comply with any prior undertakings to provide continuing disclosure on a timely basis pursuant to Rule 15c2-12; and

(r) The Issuer will furnish or otherwise make available to the Underwriters, upon request, for so long as the Series 2019 Bonds remain outstanding, annual audited financial statements of the Issuer as soon as such financial statements become available. The Issuer may satisfy its obligation to furnish such financial statements by making them available on its website, or by other electronic means.

Notwithstanding any provision to the contrary in this Bond Purchase Agreement, the Issuer makes no representation or warranty with respect to compliance with applicable federal or state securities laws or Blue Sky laws of any jurisdiction in connection with the issuance and sale of the Series 2019 Bonds.

6. On or before 5:00 p.m., Orlando, Florida time, on the Closing Date or at such other date and time as may be mutually agreed upon by the Issuer and the Representative, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2019 Bonds to the Underwriters in definitive form, duly executed and authenticated, together with the other documents required pursuant to Section 9 hereto, and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay the Purchase Price, as set forth in Section 1 hereof, by wire transfer of Federal Funds, in an aggregate amount equal to the Purchase Price to the order of the Issuer, upon the receipt of which the Issuer shall return the Good Faith Deposit to the Representative. Delivery and payment as aforesaid shall be made at such place as may be mutually agreed upon

by the Issuer and the Representative. The foregoing payments and deliveries are herein referred to as the "Closing." Delivery of the Series 2019 Bonds shall be accomplished by the issuance of one printed bond certificate in the appropriate denomination for each maturity, bearing a CUSIP number (provided neither the printing of a wrong CUSIP number on any Series 2019 Bond nor the failure to print a CUSIP number thereon will constitute cause to refuse delivery of any Series 2019 Bond) and registered in the name of Cede & Co., as nominee of DTC, as securities depository for the Series 2019 Bonds; provided, that each printed bond certificate shall be prepared and made available to the Representative at least one business day before the Closing for purposes of inspection. Unless otherwise agreed by the Representative, the Series 2019 Bonds will be delivered under DTC's FAST delivery system.

7. The Underwriters may terminate their obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) An amendment to the Constitution of the United States or the State of Florida shall have been passed, or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall have been introduced in or enacted by the Congress of the United States or enacted by the State of Florida or any governmental body, department or agency thereof, or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall be pending in the Congress of the United States, or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall have been endorsed for passage by the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall have been proposed for consideration by either such Committee, by the staff of such Committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) shall have been favorably reported for passage to either Chamber of Congress of the United States by a Committee of such Chamber to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State of Florida, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or some form of notice shall have been made or been issued by the Treasury Department of the United States, or the Internal Revenue Service or other Federal or State of Florida authority, with respect to Federal or State of Florida taxation upon revenues or other income of the general character to be derived by the Issuer or by any similar body, or upon interest on obligations of the general character of the Series 2019 Bonds, which new legislation (including modifications or amendments to legislation that was pending or introduced prior to the date hereof) (i) may have the purpose or effect, directly or indirectly, of affecting the tax status of the Issuer, its property or income, its securities (including the Series 2019 Bonds) or the interest thereon, or the validity of any applicable tax exemption granted or authorized by the State of Florida and, (ii) which, in the reasonable opinion of the Representative, affects adversely the market for

the Series 2019 Bonds, or the market price generally of obligations of the general character of the Series 2019 Bonds; or

(b) (i) in the Representative's reasonable judgment, the market price of the Series 2019 Bonds is materially adversely affected because: (A) additional material restrictions not in force as of the effective date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2019 Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force; (C) a general banking moratorium shall have been established by federal, New York or Florida authorities and be in force; or (ii) there shall be in force a general suspension of trading on any national securities exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative and the Issuer, would materially adversely affect the market for the Series 2019 Bonds or the sale, at the contemplated offering prices, by the Underwriters of the Series 2019 Bonds; or (iii) there shall have occurred any material change, or any other event which in the Representative's reasonable opinion, subsequent to consultation with appropriate representatives of the Issuer, materially adversely affects the marketability of the Series 2019 Bonds at the Purchase Price set forth in Section 1 herein; or (iv) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2019 Bonds or in any way contesting or affecting any authority for or the validity of the Series 2019 Bonds, any of the proceedings of the Issuer taken with respect to the issuance or sale thereof, the pledge or application of any moneys or securities provided for the payment of the Series 2019 Bonds or the existence or powers of the Issuer; or

(c) (i) in the Representative's reasonable judgment, following consultation with appropriate representatives of the Issuer and the Underwriters listed in Exhibit B, the Purchase Price of the Series 2019 Bonds set forth in Section 1 herein is adversely affected because a war involving the United States of America shall have been declared, or (ii) any other national or international calamity shall have occurred (economic or otherwise), or any conflict involving the armed forces of the United States of America shall have escalated to such magnitude as to materially affect the Underwriters' physical or technical ability to market the Series 2019 Bonds, it being agreed by the parties hereto that any war or conflict in which the United States of America is currently involved has not escalated or risen to such a magnitude as of the date hereof; or

(d) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction over the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Series 2019 Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Series 2019 Bonds is subject to registration or qualification under the Securities Act of 1933, as amended (the "Securities Act"), or Trust Indenture Act of 1939, as amended (the "Trust Indenture Act of 1939") or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act of 1939; or

(e) there shall be established any new restriction on transactions in securities materially affecting the free market for securities of the type and nature of the Series 2019 Bonds (including the imposition of any limitation on interest rates); or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, or regulation, by or on behalf of the SEC or other governmental agency having jurisdiction over the subject matter shall be made, to the effect that the Series 2019 Bonds or any securities of the Issuer, any obligations of the general character of the Series 2019 Bonds, or the Bond Resolution, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act of 1939, as then in effect, or otherwise, or would be in violation of any provision of the federal securities laws; or

(g) any event or circumstance shall have occurred or shall exist which, in the reasonable opinion of the Representative, would (i) cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading as of such time and (ii) materially adversely affect the marketability of the Series 2019 Bonds; or

(h) any material amendment is made to the Official Statement which, in the reasonable judgment of the Representative, will materially adversely affect the market price of the Series 2019 Bonds or the ability of the Underwriters to enforce confirmations for the purchase of the Series 2019 Bonds; or

(i) there shall be a reduction or withdrawal in any of the underlying ratings assigned to the Series 2019 Bonds, or, as of the Closing Date, the failure by any of the rating agencies to assign the underlying ratings to the Series 2019 Bonds noted in Section 9(m) herein.

8. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein, and in reliance upon the representations and agreements to be contained in the documents and instruments to be delivered at the Closing enumerated in Section 9 hereof, in form and substance mutually satisfactory to the Issuer, the Issuer's Counsel (as defined herein), Co-Bond Counsel, Disclosure Counsel, Greenberg Traurig, P.A., Orlando, Florida ("Underwriters' Counsel") and the Underwriters, and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2019 Bonds are conditioned upon the performance by the Issuer of its obligations to be performed hereunder and the delivery of such documents and instruments required to be delivered hereby, as described in Section 9 hereof, in form and substance reasonable under the circumstances, at or prior to the Closing, and are also subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein shall be true, complete and accurate in all material respects on the date hereof and at the date of the Closing;

(b) At the time of the Closing, the Bond Resolution shall be in full force and effect in accordance with its terms and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended in any material respect, except after notice to and approval by the Representative (such approval not to be unreasonably withheld); and

(c) At the time of the Closing, all official action of the Issuer relating to this Bond Purchase Agreement, the Series 2019 Bonds and the Twenty-Fifth Supplemental Resolution shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented in any material respect, except after notice to and approval by the Representative.

9. At or prior to the Closing, each of the following shall have been delivered to the Representative:

(a) Five copies of the Official Statement executed on behalf of the Issuer by its authorized officials; FY 2018 General Traffic and Earning's Consultant's Report dated May, 2019

(b) Copies of the Consulting Engineer's Report for the Senior Lien Revenue Bonds, Series 2019A & 2019B dated **[September 13, 2019]** and the Traffic Engineer's FY 2018 General Traffic and Earnings Consultant's Annual Report dated May 2019**,** included in the Official Statement as Appendices C and D, together with the respective letters referenced in Section 9(l) hereof, and

(c) a copy of the Audited Financial Statements of the Issuer for the fiscal years ended June 30, 2019 and June 30, 2018, including the signed audit report of Moore Stephens Lovelace P.A. attached to the Official Statement as Appendix G thereto;

(d) The Bond Resolution certified by the Secretary or an Assistant Secretary as having been duly adopted by the Issuer and as being in full force and effect, with such supplements or amendments since the date hereof as may have been agreed to by the Underwriters;

(e) The unqualified approving opinions of Nelson Mullins Broad and Cassel, Orlando, Florida, and Marchena and Graham, P.A., Orlando, Florida, as co-bond counsel (collectively, "Co-Bond Counsel"), dated the Closing Date, addressed to the Issuer and the Underwriters in substantially the form attached to the Official Statement as Appendix H;

(f) The supplemental opinions of Co-Bond Counsel, dated the Closing Date, addressed to the Underwriters and the Issuer in substantially the form attached hereto as Exhibit C;

(g) The opinion of Shutts & Bowen LLP, Counsel to the Issuer, Orlando, Florida ("Issuer's Counsel") dated the Closing Date, addressed to the Underwriters and the Issuer in substantially the form attached hereto as Exhibit D;

(h) An opinion of Nabors, Giblin & Nickerson, P.A. as disclosure counsel, Tampa, Florida ("Disclosure Counsel"), dated the Closing Date, in substantially the form attached hereto as Exhibit E and a reliance letter addressed to the Representative on behalf of the Underwriters dated the Closing Date;

(i) An opinion of Underwriters' Counsel dated the Closing Date, addressed to the Underwriters and in a form acceptable to the Representative;

(j) A certificate of the Issuer, dated the Closing Date, executed by the Chairman and Executive Director, to the effect that, to the best of their knowledge, the Issuer has performed all obligations to be performed hereunder as of the Closing Date;

(k) The General and Non-Litigation Certificate of the Issuer, dated the Closing Date, signed by the Chairman and Executive Director or other appropriate official reasonably satisfactory to the Representative, which shall state, among other things, that:

(i) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date;

(ii) except as disclosed in the Official Statement, no litigation is pending or threatened, to a degree constituting a significant possibility that it will be instituted in any court or administrative body (A) to restrain or enjoin the issuance or delivery of any of the Series 2019 Bonds, or (B) in any way contesting or affecting any authority for the issuance of the Series 2019 Bonds or the validity or enforceability of the Series 2019 Bonds, the Bond Resolution, the Continuing Disclosure Agreement, or this Bond Purchase Agreement; and

(iii) with respect to information in the Official Statement except for information relating to DTC or supplied by and the Underwriters, such information did not, as of the date of the Official Statement, and does not, as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading;

(l) The respective letters, dated the date of the execution of this Bond Purchase Agreement, to be updated by letters dated the Closing Date, from the Traffic Engineer and the Consulting Engineer, to the effect that:

(i) they believe that the assumptions used in compiling their report and arriving at the conclusions stated therein are reasonable; and

(ii) their report was prepared in accordance with generally accepted practices for similar traffic and earnings reports and consulting engineer's reports.

Provided the letter of the Traffic Engineer shall also include that they know of no material change in the matters described in the Traffic and Earnings Report contained in the Preliminary Official Statement or the Official Statement or in the information and data contained in such Preliminary Official Statement or Official Statement attributed to them.

(m) Copies of rating letters or other evidence satisfactory to the Representative that the Series 2019 Bonds have been assigned underlying ratings of "[__]," "[__]," and "[__]" respectively from **[S&P Global, Inc. ("S&P"), Fitch Ratings Inc. ("Fitch") and Moody's Investor Services ("Moody's")]**, and that such ratings are in effect on the Closing Date;

(n) An executed copy of the Continuing Disclosure Agreement;

(o) A certificate of the Issuer deeming the Preliminary Official Statement "final" as of its date for purposes of Rule 15c2-12;

(p) Evidence of the refunding of the Refunded Notes in a form acceptable to the Representative;

(q) A copy of the Issuer's DTC Blanket Issuer Letter of Representations;

(r) A tax certificate of the Issuer, in a form satisfactory to Co-Bond Counsel;

(s) Evidence that a Form 8038-G relating to the Series 2019 Bonds has been executed by the Issuer and will be filed with the Internal Revenue Service; and

(t) Such additional legal opinions, certificates, instruments and other documents as the Underwriters may reasonable request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Issuer representations and agreements contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the Closing Date of all the Bond Purchase Agreements then to be performed and conditions then to be satisfied by it.

10. The Underwriters shall be under no obligation to pay, and the Issuer shall pay from the proceeds of the sale of the Series 2019 Bonds, any expense incident to the performance of the Issuer's obligations hereunder including, but not limited to: (i) the cost of preparing, printing and delivery of the Bond Resolution, copies of the Preliminary Official Statement and copies of the Official Statement, including any supplements thereto; (ii) the cost of preparing and printing of the Series 2019 Bonds; (iii) all expenses related to the printing of CUSIP numbers on the Series 2019 Bonds; (iv) the fees and disbursements of Co-Bond Counsel, Disclosure Counsel, Issuer's Counsel, and such other legal counsel as the Issuer deems reasonable; (v) initial fees for bond ratings; (vi) fees and disbursements of the Traffic Engineers or Consulting Engineer for their services as consultants to the Issuer; (vii) costs for any other engineers, accountants, and other

experts, consultants or advisors retained by the Issuer; and (viii) other reasonable costs of the Issuer incurred in connection with issuance of the Series 2019 Bonds; provided that the costs of printing described in (i), (ii) and (iii) above shall be paid by the Issuer only if the printers used are the printers designated and authorized by the Issuer. The Issuer shall pay for expenses (included in the expense component of the underwriting spread) incurred on behalf of the Issuer's employees which are incidental to implementing this Bond Purchase Agreement.

11. The Underwriters shall pay any expense incident to the performance of the Underwriters' obligations hereunder including but not limited to: (i) the Bond Purchase Agreement, the Agreement Among Underwriters, if any, and the Blue Sky Memorandum; (ii) all advertising expenses and Blue Sky filing fees in connection with the public offering of the Series 2019 Bonds and the cost, if any, to continue the eligibility of the Series 2019 Bonds for investment; (iii) all expenses associated with obtaining CUSIP numbers for the Series 2019 Bonds; (iv) all other expenses incurred by them or any of them in connection with the public offering of the Series 2019 Bonds and delivery of and the payment for the Series 2019 Bonds, including the fees and disbursements of Underwriters' Counsel. The Issuer has agreed to pay the Underwriters' discount set forth in this Bond Purchase Agreement in immediately available funds on the Closing Date and inclusive in the expense component of the Underwriters' discount are actual expenses incurred or paid for by the Underwriters on behalf of the Issuer in connection with the marketing, issuance, and delivery of the Series 2019 Bonds, including, but not limited to, fees and expenses of Underwriters' Counsel, the costs of any Preliminary and Final Blue Sky Memoranda, and CUSIP fees.

12. The Representative, on behalf of itself and each of the other Underwriters, represents and warrants to the Issuer that:

(a) The Representative is duly authorized to transact business in the State of Florida and shall have full authority to take such other actions in connection with this Purchase Agreement as it may deem advisable. Any actions taken under this Bond Purchase Agreement by the Representative will be binding upon all the Underwriters;

(b) The Representative has been duly authorized to execute this Bond Purchase Agreement on behalf of itself and each of the other Underwriters and that it has been authorized to act hereunder on behalf of the Underwriters;

(c) The Representative has the full power and authority to take all actions required or permitted to be taken by the Representative by or under, and to perform and observe the covenants and agreements on its part contained in, this Bond Purchase Agreement;

(d) This Bond Purchase Agreement has been duly executed and delivered by the Representative, on behalf of itself and each of the other Underwriters and is legally valid, binding and enforceable against the Representative and the Underwriters;

(e) The execution of this Bond Purchase Agreement and the sale of the Series 2019 Bonds to the Underwriters shall not constitute a violation of Section 215.684, Florida Statutes;

(f) The Representative and each of the other Underwriters, on its own behalf, represents that it is either registered with the Financial Industry Regulatory Authority, Inc. ("FINRA") as a broker-dealer and the MSRB as a municipal securities dealer, or is otherwise registered with the necessary regulatory authorities required for it to serve as an underwriter for the Series 2019 Bonds under this Bond Purchase Agreement, and that at all times during the offering and sale of the Series 2019 Bonds, such entities will continue to be so registered; and

(g) To the best knowledge of the undersigned signatory of the Representative, after due inquiry, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the best knowledge of the undersigned signatory of the Representative, after due inquiry, threatened against or affecting the Representative to a degree constituting a significant possibility that they will be instituted, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity and legality of this Bond Purchase Agreement or the Official Statement. To the best knowledge of the undersigned signatory of the Representative, after due inquiry, the Representative is not aware of any violation of any of the rules and regulations of FINRA (to the extent it is regulated by the FINRA) and any other body which regulates it which would adversely affect the transactions contemplated hereby or by the Official Statement or the validity and legality of this Bond Purchase Agreement or the Official Statement.

The foregoing representations and warranties of the Representative and the obligations set forth under Section 11 hereof shall survive the execution and delivery of this Bond Purchase Agreement, the execution and delivery of the Series 2019 Bonds and the instruments and documents contemplated thereby.

Simultaneously with the delivery of this Bond Purchase Agreement, the Representative shall cause to be delivered to the Issuer certificates executed by the properly authorized representatives of each of the other Underwriters listed on Exhibit B attached hereto certifying the matters set forth in this Section 12 with respect to each such firm.

13. The provision of any data, document, or assurance required to be provided hereunder may be waived, in writing, by all of the signatories hereto. This Bond Purchase Agreement shall not be construed for or against any party because that party wrote it.

14. All notices provided for in this Bond Purchase Agreement shall be made in writing either by actual delivery of the notice into the hands of the parties entitled thereto, by confirmed facsimile transmission, or by sending the notice by air courier or mailing by certified or registered mail, return receipt requested, in the United States mail to the address as stated below (or at such other address as may have been designated by written notice), of the party entitled thereto. The notice shall be deemed to be received in case of actual delivery on the date of its actual receipt by the party entitled thereto, in case of delivery by facsimile, on the date receipt is confirmed, in case of delivery by air courier on the date of delivery, and in case of mailing on the date of receipt by United States mail, postage prepaid.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered to the Issuer at 4974 ORL Tower Road, Orlando, Florida 32807 and to the Representative at J.P. Morgan Securities LLC 450 South Orange Avenue, 10th Floor, Orlando, FL 32801.

15. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including the successors of any of the parties) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Issuer's representations warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Series 2019 Bonds pursuant to this Bond Purchase Agreement; and (iii) any termination of this Bond Purchase Agreement.

16. The Underwriters have provided the following statements in connection with the transaction contemplated by this Bond Purchase Agreement (the "Transaction"): (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriters and the Underwriters have financial and other interests that differ from those of the Issuer; (ii) the Underwriters are acting solely as principals and are not acting as municipal advisors, financial advisors or fiduciaries to the Issuer and have not assumed any advisory or a fiduciary responsibility to the Issuer in connection with the matters contemplated by this Bond Purchase Agreement, and the discussions, understandings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriters have to the Issuer with respect to the Transaction contemplated hereby are expressly set forth in this Bond Purchase Agreement; and (iv) the Issuer should consult its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable.

17. This Bond Purchase Agreement shall become effective upon its execution by the appropriate officials of the Issuer and the Representative on behalf of the Underwriters and shall be valid, binding and enforceable at the time of such execution. This Bond Purchase Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

18. This Bond Purchase Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue of any action arising out of or relating to this Bond Purchase Agreement shall be solely in Orange County, Florida. This Bond Purchase Agreement is made solely for the benefit of the signatories hereto (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. The Issuer may not assign this Bond Purchase Agreement. The term "successor" shall not include any holder of any Series 2019 Bonds merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any of the Underwriters, and shall survive the delivery of and payment for the Series 2019 Bonds and any termination of this Bond Purchase Agreement.

If any provision of this Bond Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

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SIGNATURE PAGE TO BOND PURCHASE AGREEMENT

Very truly yours,

J.P. MORGAN SECURITIES LLC, on behalf of itself and as Representative of the other Underwriters listed in Exhibit B

By: _____
Name: _____
Title: _____

DRAFT

SIGNATURE PAGE TO BOND PURCHASE AGREEMENT

Accepted:

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By:_____
Name: _____
Title: _____

DRAFT

EXHIBITS

Exhibit A - Disclosure Statement

Exhibit B - List of Underwriters

Exhibit C - Form of Supplemental Opinions of Co-Bond Counsel

Exhibit D - Form of Opinion of Issuer's Counsel

Exhibit E - Form of Opinion of Disclosure Counsel

Exhibit F - Maturity Schedule and Redemption Provisions

Exhibit G - Form of Issue Price Certificate

DRAFT

EXHIBIT A

$[_____] CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2019A

and

$[_____] CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2019B

DISCLOSURE STATEMENT

[_____ __, 2019]

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

Ladies and Gentlemen:

In connection with the proposed issuance by the Central Florida Expressway Authority (the "Issuer") of **[$ _____]** aggregate principal amount of its Senior Lien Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and **[$ _____]** aggregate principal amount of its Senior Lien Revenue Bonds, Series 2019B (the "Series 2019B Bonds" and together with the Series 2019A Bonds, the "Series 2019 Bonds"), J.P. Morgan Securities LLC (the "Representative"), on behalf of itself, **[ADD CO-MANAGERS]** (collectively, the "Underwriters") are underwriting a public offering of the Series 2019 Bonds.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, certain information in respect to the arrangements contemplated for the underwriting of the Series 2019 Bonds as follows:

(a) The nature and estimated amount of expenses to be incurred by the Representative in connection with the sale of the Series 2019 Bonds are set forth in Schedule I attached hereto.

(b) No person has entered into an understanding with the Underwriters, or to the knowledge of the Underwriters, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Underwriters or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2019 Bonds.

(c) The underwriting spread, the difference between the price at which the Series 2019 Bonds will be initially offered to the public by the Underwriters and the price to be paid to the Issuer for the Series 2019 Bonds, exclusive of accrued interest will be ([$_____] per $1,000 of Series 2019 Bonds issued),

(d) As part of the estimated underwriting spread set forth in Paragraph (c) above, the Underwriters will charge a management fee of **[$__]**.

(e) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2019 Bonds to any person not regularly employed or retained by the Underwriters (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriters, as set forth in Paragraph (a) above.

(f) Truth-in-Bonding Statement. The Issuer is proposing to issue the Series 2019A Bonds to provide funds to (i) (a) finance, the purchase price of a toll facility known as the Poinciana Parkway (SR 538) to be acquired by the Issuer from Osceola County, Florida, (b) deposit funds or pay the premium on a reserve account credit facility to be deposited into a debt service reserve account created under the Bond Resolution, and (c) pay certain costs in connection with the issuance of the Series 2019A Bonds. The Issuer is proposing to issue the Series 2019B Bonds to provide funds to (i) finance, refinance, or reimburse the Issuer for the costs of acquiring, constructing and equipping the 2019 System Projects, (ii) deposit funds or pay the premium on a reserve account credit facility to be deposited into the debt service reserve account created under the Bond Resolution and (iii) pay certain costs in connection with the issuance of the Series 2019B Bonds.

The Series 2019A Bonds are expected to be repaid over a period of approximately **[__]** years. Assuming a true interest cost rate of **[_____%]** the total estimated interest paid over the life of the Series 2019A Bonds will be **[$_____]**. The Series 2019B Bonds are expected to be repaid over a period of approximately **[__]** years. Assuming a true interest cost rate of **[_____%]** the total estimated interest paid over the life of the Series 2019B Bonds will be **[$_____]**.

The source of repayment or security for the Series 2019 Bonds is limited solely to the System Pledged Revenues (as defined in the Official Statement). The authorization of this debt or obligation will result in an average of **[$_____]** of System Pledged Revenues not being available to the Issuer to finance other projects or services each year for approximately **[__]** years.

(g) The names and addresses of the Underwriters are:

J.P. Morgan Securities LLC
450 South Orange Avenue, 10th Floor
Orlando, FL 32801

[ADD CO-MANAGERS]

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385(6), Florida Statutes.

Very truly yours,

J.P. MORGAN SECURITIES LLC, on behalf of itself and as Representative of the other Underwriters

By: _____
Name: _____
Title: _____

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SCHEDULE I
REPRESENTATIVE'S ESTIMATED EXPENSES

	$/1000	**Amount**
Underwriters' Counsel Fee	$[ ]	$[ ]
i-Deal Bookrunning	[ ]	[ ]
i-Deal Wires	[ ]	[ ]
i-Deal Order Monitor	[ ]	[ ]
CUSIP Charge & Disclosure Fee	[ ]	[ ]
DTC Service Fee	[ ]	[ ]
Out-of-Pocket, Meals & Travel	[ ]	[ ]
Investor Presentation	[ ]	[ ]
Total	$[ ]	$[ ]

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EXHIBIT B

LIST OF UNDERWRITERS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Senior Lien Revenue Bonds, Series 2019A
Senior Lien Revenue Bonds, Series 2019B

J.P. Morgan Securities LLC
450 South Orange Avenue, 10th Floor
Orlando, FL 32801

[ADD CO-MANAGERS]

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EXHIBIT C

FORM OF SUPPLEMENTAL OPINIONS OF CO-BOND COUNSEL

[TO BE PROVIDED BY CO-BOND COUNSEL]

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EXHIBIT D

FORM OF OPINION OF ISSUER'S COUNSEL

[TO BE PROVIDED BY ISSUER'S COUNSEL]

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EXHIBIT E

FORM OF OPINION OF DISCLOSURE COUNSEL

[TO BE PROVIDED BY DISCLOSURE COUNSEL]

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EXHIBIT F

MATURITY SCHEDULE AND REDEMPTION PROVISIONS

$[_____]
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY SENIOR LIEN REVENUE BONDS
SERIES 2019A

$[_____] Serial Bonds

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.
	$	%	%		153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]

$[____] [____]% Term Bond, Due **[July 1, 20__]**, Yield [____]%, Price [____], Initial CUSIP No. 153476[___]

$[____] [____]% Term Bond, Due **[July 1, 20__]**, Yield [____]%, Price [____], Initial CUSIP No. 153476[___]

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Optional Redemption. The Series 2019A Bonds maturing on or before **[July 1, 20__]** shall not be subject to redemption prior to their respective maturity date. The Series 2019A Bonds maturing on or after **[July 1, 20__]** are subject to optional redemption by the Issuer in whole or in part at any time on or after **[July 1, 20__]**, in such maturities or amortization installments as the Issuer may determine and by lot within any maturity or amortization installments, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The Series 2019A Bonds maturing on **[July 1, 20__]** are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Series 2019A Bonds maturing [July 1, 20__]

Year	**Principal Amount**
	$
*	

* Maturity.

The Series 2019A Bonds maturing on **[July 1, 20__]** are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Series 2019A Bonds maturing [July 1, 20__]

Year	**Principal Amount**
	$
*	

* Maturity.

$[_____]
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY SENIOR LIEN REVENUE BONDS
SERIES 2019B

$[_____] Serial Bonds

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.
	$	%	%		153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]

$[____] [____]% Term Bond, Due **[July 1, 20__]**, Yield [____]%, Price [____], Initial CUSIP No. 153476[___]

$[____] [____]% Term Bond, Due **[July 1, 20__]**, Yield [____]%, Price [____], Initial CUSIP No. 153476[___]

DRAFT

Optional Redemption. The Series 2019B Bonds maturing on or before **[July 1, 20__]** shall not be subject to redemption prior to their respective maturity date. The Series 2019B Bonds maturing on or after **[July 1, 20__]** are subject to optional redemption by the Issuer in whole or in part at any time on or after **[July 1, 20__]**, in such maturities or amortization installments as the Issuer may determine and by lot within any maturity or amortization installments, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The Series 2019B Bonds maturing on **[July 1, 20__]** are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Series 2019B Bonds maturing [July 1, 20__]

Year	**Principal Amount**
	$
*	

* Maturity.

The Series 2019B Bonds maturing on **[July 1, 20__]** are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Series 2019 Bonds maturing [July 1, 20__]

Year	**Principal Amount**
	$
*	

EXHIBIT G

FORM OF ISSUE PRICE CERTIFICATE

This Issue Price Certificate is furnished by J.P. Morgan Securities LLC, as representative of the underwriters of the hereinafter defined Series 2019 Bonds (the "Representative") in connection with the sale and issuance by the Central Florida Expressway Authority (the "Issuer") of its $[_____] aggregate principal amount of Senior Lien Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and its $[_____] aggregate principal amount of Senior Lien Revenue Bonds, Series 2019B (the "Series 2019AB Bonds" and together with the Series 2019A Bonds the "Series 2019 Bonds")issued on **[_____ __, 2019]**, and the Representative hereby certifies and represents the following, based upon information available to us:

1. ***Sale of the General Rule Maturities***. As of Sale Date, for each Maturity (as defined below) of the General Rule Maturities (as defined below), the first price at which at least 10% of such Maturity of the Series 2019 Bonds was sold to the Public (as defined below) is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Series 2019 Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Issuer* means the Central Florida Expressway Authority.

(c) *Maturity* means Series 2019 Bonds with the same credit and payment terms. Series 2019 Bonds with different maturity dates, or Series 2019 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2019 Bonds. The Sale Date of the Series 2019 Bonds is **[_____ __, 2019]**.

(f) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2019 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Series 2019 Bonds and with respect to compliance with the federal income tax rules affecting the Series 2019 Bonds, and by Co-Bond Counsel in connection with rendering its opinion that the interest on the Series 2019 Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Series 2019 Bonds.

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Executed as of this __ day of _____ 2019.

J.P. MORGAN SECURITIES LLC, on behalf of itself and as Representative of the other Underwriters

By: _____
Name: _____
Title: _____

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SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES
Series 2019A Bonds

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.
	$	%	%		153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]

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SALE PRICES OF THE GENERAL RULE MATURITIES
Series 2019B Bonds

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.
	$	%	%		153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]
					153476[___]

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EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

[Attached]

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER __, 2019

NEW ISSUE - BOOK-ENTRY ONLY **Ratings: See "RATINGS" herein**

In the opinion of Co-Bond Counsel, under existing law, interest on the Series 2019 Bonds (a) is excluded from gross income for federal income tax purposes and (b) is not an enumerated item of tax preference for purposes of the federal alternative minimum tax. The opinion contains greater detail, and is subject to certain assumptions and exceptions, as noted in "LEGAL MATTERS - Opinion of Co-Bond Counsel" herein.

**$_____*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2019A**

**$_____*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS, SERIES 2019B**

Dated: Date of Delivery **Due: July 1, as shown on inside cover**

This Official Statement relates to the issuance by the Central Florida Expressway Authority ("CFX") of $_____* in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and $_____* in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2019B (the "Series 2019B Bonds," and together with the Series 2019A Bonds, the "Series 2019 Bonds"). The Series 2019 Bonds are being issued as fully registered bonds, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2019 Bonds will be made in book-entry form only, in denominations of $5,000 or any integral multiple thereof, as described therein. Purchasers of beneficial interests in the Series 2019 Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2019 Bonds will be effected through the DTC book-entry system as described herein. See "DESCRIPTION OF THE SERIES 2019 BONDS - Book-Entry Only System" herein.

The Series 2019 Bonds are being issued pursuant to Chapter 348, Part III, Florida Statutes and that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as supplemented by that certain Twenty-Fifth Supplemental Revenue Bond Resolution adopted by CFX on October 10, 2019 (the "Twenty-Fifth Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - TWENTY-FIFTH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2019 Bonds shall mature on such dates and in such principal amounts and shall bear interest at the rate or rates set forth on the inside cover of this Official Statement payable semiannually on January 1 and July 1 of each year, commencing on

July 1, 2020 (each, an "Interest Payment Date") until the respective maturities of the Series 2019 Bonds. Interest on the Series 2019 Bonds will be payable by Wells Fargo Bank, N.A., as registrar, paying agent and trustee, in Minneapolis, Minnesota (the "Paying Agent") to Cede & Co., as nominee of DTC at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the Interest Payment Date. Payments of principal of, premium, if any, and interest on the Series 2019 Bonds will be made at the designated corporate trust office of the Paying Agent. See "DESCRIPTION OF THE SERIES 2019 BONDS" herein.

The Series 2019 Bonds are subject to redemption prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2019 BONDS - Redemption Provisions" herein.

The Series 2019A Bonds are being issued by CFX to provide funds to: (i) finance the costs of purchasing and acquiring a toll facility known as the Poinciana Parkway (SR 538) from Osceola County, Florida, (ii) deposit funds or pay the premium on a reserve account credit facility to be deposited into the debt service reserve account created under the Bond Resolution and (iii) pay certain costs in connection with the issuance of the Series 2019A Bonds. The Series 2019B Bonds are being issued by CFX to provide funds to: (i) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the 2019 System Projects (defined herein), (ii) deposit funds or pay the premium on a reserve account credit facility to be deposited into the debt service reserve account created under the Bond Resolution and (iii) pay certain costs in connection with the issuance of the Series 2019B Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein and "APPENDIX B - TWENTY-FIFTH SUPPLEMENTAL RESOLUTION" attached hereto.

All or a portion of the Series 2019 Bonds may be insured pursuant to the purchase of a municipal bond insurance policy from _____ which purchase will be at the option and expense of CFX. See "MUNICIPAL BOND INSURANCE" herein.

The Series 2019 Bonds are secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds (as defined herein) and any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2019 BONDS," "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" and "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

NONE OF THE STATE OF FLORIDA (THE "STATE"), BREVARD COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2019 BONDS, AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES, THE CITY OR OF ANY OTHER POLITICAL

SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2019 BONDS. CFX HAS NO TAXING POWER. NO OWNER OF ANY OF THE SERIES 2019 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED TO THE PAYMENT OF THE SERIES 2019 BONDS. THE SERIES 2019 BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.

This cover page contains limited information for quick reference only. It is not a summary of the matters relating to the Series 2019 Bonds. Potential investors must read the entire Official Statement (including the cover page and all Appendices attached hereto) to obtain information essential to the making of an informed investment decision.

The Series 2019 Bonds are offered for delivery when, as and if issued, by CFX, subject to the approving opinions of Nelson Mullins Broad and Cassel, Orlando, Florida and Marchena and Graham, P.A., Orlando, Florida, Co-Bond Counsel. Certain legal matters will be passed upon by Counsel to CFX, Shutts & Bowen LLP, Orlando, Florida. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel to CFX. PFM Financial Advisors LLC, Orlando, Florida is serving as Financial Advisors to CFX with respect to the Series 2019 Bonds. Greenberg Traurig, P.A., Orlando, Florida is serving as Counsel to the Underwriters. It is expected that the Series 2019 Bonds will be delivered through the facilities of DTC in New York, New York, on or about November __, 2019.

J.P. MORGAN

[CO-UNDERWRITERS]

Dated: November __, 2019

---

* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS

**$_____*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS,
SERIES 2019A**

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.†
	$	%	%		

$_____* - __% Term 2019A Bonds, Due July 1, 20__;
Price - _____; Yield – ___%; Initial CUSIP Number – _____

$_____* - __% Term 2019A Bonds, Due July 1, 20__;
Price - _____; Yield – ___%; Initial CUSIP Number – _____

**$_____*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REVENUE BONDS,
SERIES 2019B**

Maturity (July 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.†
	$	%	%		

$_____* - __% Term 2019B Bonds, Due July 1, 20__;
Price - _____; Yield – ___%; Initial CUSIP Number – _____

$_____* - __% Term 2019B Bonds, Due July 1, 20__;
Price - _____; Yield – ___%; Initial CUSIP Number – _____

*Preliminary, subject to change.

†CUSIP numbers have been assigned to the Series 2019 Bonds by an organization not affiliated with CFX. CFX is not responsible for the selection or use of the CUSIP numbers in this Official Statement nor is any representation being made as to their accuracy on the Series 2019 Bonds, or as indicated above. The CUSIP numbers are included herein solely for the convenience of the readers of this Official Statement.

[Red Herring Language]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2019 Bonds may not be sold nor may offers to buy the Series 2019 Bonds be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the Series 2019 Bonds in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. CFX shall deem this Preliminary Official Statement "final," except for certain permitted omissions within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807

BOARD MEMBERS

Jay Madara, Chairman
Brenda Carey, Seminole County Representative, Vice Chairman
Buddy Dyer, Mayor of Orlando, Treasurer
Leslie Campione, Lake County Representative, Board Member
Jerry Demings, Orange County Mayor, Board Member
Fred Hawkins, Jr., Osceola County Representative, Board Member
Andria Herr, Board Member
S. Michael Scheeringa, Board Member
Curt Smith, Brevard County Representative, Board Member
Betsy VanderLey, Orange County Representative, Board Member

MANAGEMENT

Laura Kelley, Executive Director
Glenn Pressimone, P.E., Chief of Infrastructure
Lisa Lumbard, Chief Financial Officer
Michelle Maikisch, Chief of Staff/Public Affairs Officer
James Greer, Chief of Technology/Operations
[Diego "Woody" Rodriguez], Esq., General Counsel

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DISCLOSURE COUNSEL

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INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

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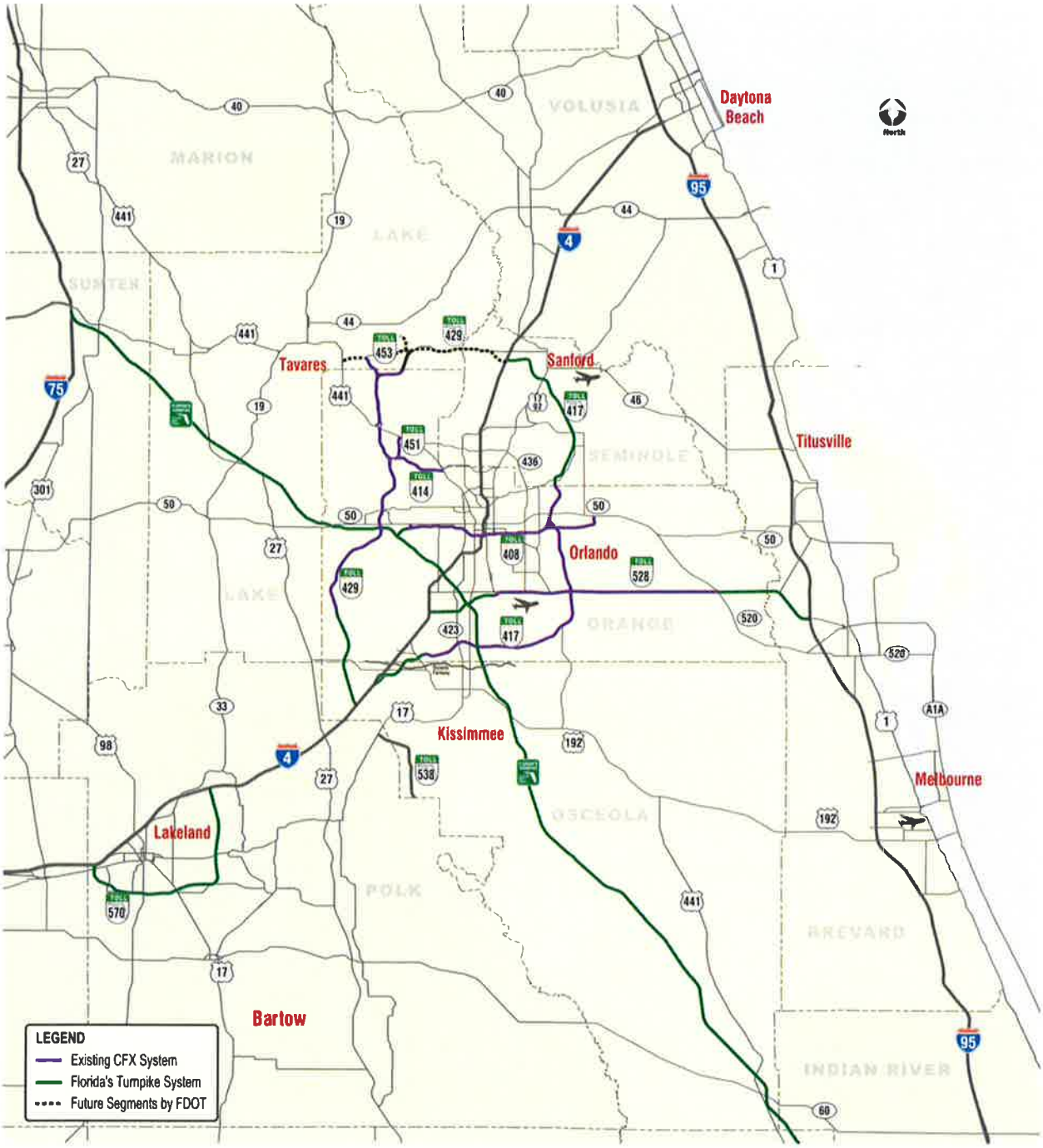
Dewberry Engineers Inc.
Orlando, Florida

TRAFFIC AND EARNINGS CONSULTANT

CDM Smith
Maitland, Florida

FINANCIAL ADVISOR

PFM Financial Advisors LLC
Orlando, Florida


Daytona Beach
Tavares
Sanford
Titusville
Orlando
Kissimmee
Melbourne
Lakeland
Bartow
LEGEND
Existing CFX System
Florida's Turnpike System
Future Segments by FDOT

This Official Statement does not constitute a contract between CFX and any one or more owners of the Series 2019 Bonds, nor does it constitute an offer to sell or the solicitation of an offer to buy the Series 2019 Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

No dealer, broker, salesman or any other person has been authorized by CFX to give any information or to make any representation, other than those contained in this Official Statement, in connection with the offering of the Series 2019 Bonds, and if given or made, such information or representations must not be relied upon as having been authorized by CFX. The information and expressions of opinion in this Official Statement are subject to change without notice, and this Official Statement speaks only as of its date. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. The information contained in this Official Statement, including in the appendices, has been obtained from representatives of CFX and from public documents, records and other sources considered to be reliable.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCES FOR INCLUSION IN THIS OFFICIAL STATEMENT. IN CONNECTION WITH THE OFFERING OF THE SERIES 2019 BONDS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2019 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2019 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2019 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2019 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2019 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

In making an investment decision, investors must rely on their own examination of CFX, and the terms of the offering, including the merits and risks involved. The Series 2019 Bonds have not been recommended by any federal or state securities commission or

regulatory authority. Furthermore, other than as expressly provided in certificates to be delivered to the Underwriters in connection with the closing, CFX has not confirmed the accuracy or determined the adequacy of this Official Statement. Any representation to the contrary may be a criminal offense.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTIONS "FORWARD-LOOKING STATEMENTS," "SYSTEM REVENUES - HISTORICAL AND PROJECTED REVENUES," "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" HEREIN. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT. ASIDE FROM ITS CUSTOMARY FINANCIAL REPORTING ACTIVITIES, CFX DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM OR WWW.EMMA.MSRB.ORG. PROSPECTIVE PURCHASERS MAY RELY ON THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT IN EITHER THE ORIGINAL BOUND FORMAT OR THE ELECTRONIC FORMAT, PROVIDED, HOWEVER THAT PROSPECTIVE PURCHASERS MUST READ THE ENTIRE OFFICIAL STATEMENT (INCLUDING THE COVER PAGE AND ALL APPENDICES ATTACHED HERETO) TO OBTAIN ALL OF THE INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this final official statement for purposes of, and as that term is defined in, SEC rule 15c2-12.

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OFFICIAL STATEMENT
relating to

$_____*	**$_____***
CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2019A	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2019B**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices attached hereto, is to furnish information concerning the Central Florida Expressway Authority ("CFX"), the System (as defined herein) and certain other information in connection with the sale by CFX of $_____* in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and $_____* in aggregate principal amount of its Senior Lien Revenue Bonds, Series 2019B (the "Series 2019B Bonds," and together with the Series 2019A Bonds, the "Series 2019 Bonds").

CFX is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (the "Prior Authority"), including the assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property of the Prior Authority. See "CFX" herein.

The Series 2019 Bonds are being issued pursuant to Chapter 348, Part III, Florida Statutes (the "Act") and that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as amended and supplemented, and particularly as supplemented by that certain Twenty-Fifth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bonds, Series 2019 (One or more Series) adopted by CFX on October 10, 2019 (the "Twenty-Fifth Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - TWENTY-FIFTH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2019 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2019 BONDS - Redemption Provisions" herein.

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*Preliminary, subject to change.

Prior to the issuance and delivery of the Series 2019 Bonds, the following Parity Bonds will be outstanding in the aggregate principal amount of $2,480,460,000: (a) Variable Rate Refunding Revenue Bonds, Series 2008B-1 (the "Series 2008B-1 Bonds"); (b) Variable Rate Refunding Revenue Bonds, Series 2008B-2 (the "Series 2008B-2 Bonds"); (c) Variable Rate Refunding Revenue Bonds, Series 2008B-3 (the "Series 2008B-3 Bonds"); (d) Variable Rate Refunding Revenue Bonds, Series 2008B-4 (the "Series 2008B-4 Bonds" and together with the Series 2008B-1 Bonds, Series 2008B-2 Bonds and Series 2008B-3 Bonds, the "Series 2008B Bonds"); (e) Refunding Revenue Bonds, Series 2010B (the "Series 2010B Bonds"); (f) Refunding Revenue Bonds, Series 2012 (the "Series 2012 Bonds"); (g) Refunding Revenue Bonds, Series 2013A (the "Series 2013A Bonds"); (h) Refunding Revenue Bonds, Series 2013B (the "Series 2013B Bonds"); (i) Refunding Revenue Bonds, Series 2013C (the "Series 2013C Bonds"); (j) Senior Lien Refunding Revenue Bonds, Series 2016A (the "Series 2016A Bonds"); (k) Senior Lien Refunding Revenue Bonds, Series 2016B (the "Series 2016B Bonds"); (l) Senior Lien Refunding Revenue Bonds, Series 2017 (the "Series 2017 Bonds") and (m) Senior Lien Revenue Bonds, Series 2018 (the "Series 2018 Bonds"). See "SYSTEM FINANCING - Bonded Indebtedness" herein. Accordingly, such outstanding Series 2008B Bonds, Series 2010B Bonds, Series 2012 Bonds, Series 2013A Bonds, Series 2013B Bonds, Series 2013C Bonds, Series 2016A Bonds, Series 2016B Bonds, Series 2017 Bonds and Series 2018 Bonds are collectively referred to herein as the "Outstanding Parity Bonds." The Series 2019 Bonds, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution are collectively referred to herein as the "Bonds." On October 19, 2018, CFX refunded all of its $193,695,000 Senior Lien Bond Anticipation Notes, Series 2015 (the "Refunded Series 2015 Notes") from proceeds of a draw made against a loan (the "Junior TIFIA Loan") to CFX by the U.S. Department of Transportation acting by and through the Build America Bureau (the "TIFIA Lender") pursuant to a loan agreement effective March 25, 2015, between CFX and the TIFIA Lender (the "Junior TIFIA Loan Agreement"), all as described further herein. See "JUNIOR TIFIA LOAN AGREEMENT" herein.

The Series 2019A Bonds are being issued by CFX to provide funds to: (i) finance the costs of purchasing and acquiring a toll facility known as the Poinciana Parkway (SR 538) from Osceola County, Florida ("Osceola County"), (ii) deposit funds or pay the premium on a reserve account credit facility to be deposited into the debt service reserve account created under the Bond Resolution and (iii) pay certain costs in connection with the issuance of the Series 2019A Bonds. The Series 2019B Bonds are being issued by CFX to provide funds to: (i) finance, refinance, or reimburse CFX for the costs of acquiring, constructing and equipping the 2019 System Projects (defined herein), (ii) deposit funds or pay the premium on a reserve account credit facility to be deposited into the debt service reserve account created under the Bond Resolution and (iii) pay certain costs in connection with the issuance of the Series 2019B Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein and "APPENDIX B - TWENTY-FIFTH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2019 Bonds will be secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2019 BONDS" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A and "TWENTY-FIFTH SUPPLEMENTAL RESOLUTION" attached hereto as APPENDIX B.

In connection with the issuance of the Series 2019 Bonds, Dewberry Engineers Inc., Orlando, Florida (the "General Engineering Consultant"), was retained by CFX to prepare a Consulting Engineer's Report, dated _____, 2019 (the "Consulting Engineer's Report"). Similarly, CFX previously retained CDM Smith, Maitland, Florida (the "Traffic and Earning's Consultant") to prepare a FY 2018 General Traffic and Earning's Consultant's Report dated May 2019 (the "System Traffic and Earnings Report"). The System Traffic and Earnings Report is not being updated in connection with the issuance of the Series 2019 Bonds and therefore the financial and operating information related to the System presented therein do not include any such amounts attributable to the Poinciana Parkway described below under "PLAN OF FINANCE - Poinciana Parkway Acquisition." The Consulting Engineer's Report is attached hereto as APPENDIX C and the System Traffic and Earnings Report is attached hereto as APPENDIX D. **THE CONSULTING ENGINEER'S REPORT AND THE SYSTEM TRAFFIC AND EARNINGS REPORT ARE INTEGRAL COMPONENTS OF THIS OFFICIAL STATEMENT. PROSPECTIVE INVESTORS SHOULD CLOSELY REVIEW, IN THEIR ENTIRETY, THE CONSULTING ENGINEER'S REPORT AND THE SYSTEM TRAFFIC AND EARNINGS REPORT ATTACHED AS APPENDICES C AND D HERETO, RESPECTIVELY, PRIOR TO MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SERIES 2019 BONDS.**

For a more complete description of the terms and conditions of the Series 2019 Bonds, reference is made to the proceedings authorizing the issuance of the Series 2019 Bonds. The descriptions of the Series 2019 Bonds, the Bond Resolution, the Lease-Purchase Agreement (as defined herein), the Junior TIFIA Loan Agreement, the Consulting Engineer's Report, the System Traffic and Earnings Report, the Poinciana LPA (as defined herein) and the Continuing Disclosure Agreement (as defined herein) and any other matters or documents contained or referenced herein are brief outlines of certain provisions thereof and do not purport to be comprehensive or definitive. All references herein to such documents and statements are qualified in their entirety by the actual content of such documents and statements to which reference is made herein. Copies of such documents not otherwise attached hereto are available from the Office of the Chief Financial Officer, 4974 ORL Tower Road, Orlando, Florida 32807.

PLAN OF FINANCE

Poinciana Parkway Acquisition

A portion of the proceeds of the Series 2019A Bonds will be applied to finance the costs of purchasing and acquiring a toll facility known as the Poinciana Parkway (SR 538) from Osceola County (the "Poinciana Parkway Acquisition"). The Poinciana Parkway Acquisition is being undertaken in accordance with an Amended and Restated Lease Purchase Agreement, effective as of December 31, 2018, between CFX and Osceola County (the "Poinciana LPA") pursuant to which CFX currently operates the Poinciana Parkway as a Non-System Project. See "CFX - Osceola County Expressway System Transfer" herein. Under the Poinciana LPA, the right-of-way and tangible personal property comprising the Poinciana Parkway will be conveyed to CFX upon the payment by CFX of a purchase price based on several components as provided further in the Poinciana LPA. CFX and Osceola County are currently working to satisfy the various requirements necessary to complete the Poinciana Parkway Acquisition under the Poinciana LPA.

The Bond Resolution provides that the Series 2019A Bonds shall not be issued until all such conditions to the Poinciana Parkway Acquisition have been satisfied, including without limitation: (i) all documents necessary to transfer to the right, title and interests of Osceola County in an and to the Poinciana Parkway free and clear of all liens and encumbrances have been fully executed and shall be released to CFX upon issuance of the Series 2019A Bonds, (ii) a copy of the executed escrow agreement of Osceola County to affect the defeasance of the bonds of Osceola County issued to finance the Poinciana Parkway, and (iii) a signed defeasance opinion by bond counsel to Osceola County covering all obligations of the Osceola County that are outstanding with respect to or secured by the Poinciana Parkway or the revenues generated thereby.

Upon such acquisition by CFX, the Poinciana Parkway will be operated as a System Project and the revenues attributable thereto shall be included as part of System Pledged Revenues. Currently, the Poinciana Parkway consists of an approximately 7-mile long, two-lane, two-way, limited access toll road extending from the Polk-Osceola County line to Cypress Parkway in Poinciana, a census designated place in the northwestern part of Osceola County. The Poinciana Parkway initially opened to traffic on April 30, 2016 and became fully operational on November 18, 2016. There are two toll gantries on Poinciana Parkway at which tolls are collected via electronic toll collection ("ETC") or Pay By Plate video billing. See "DESCRIPTION OF THE SYSTEM - Toll Collection" herein. In Fiscal Year 2018, the Poinciana Parkway generated approximately $5.6 million of toll revenue from approximately 4.0 million toll transactions compared to total System Toll Revenues of $458.1 million from approximately 455.0 million transactions during the same time period. See ["HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Operating Results of Poinciana Parkway" herein for information regarding

historical revenues and expenses associated with the Poinciana Parkway.] It is anticipated that CFX will make various improvements to the Poinciana Parkway in the future.

2019 System Projects

A portion of the proceeds of the Series 2019B Bonds will be applied to pay a portion of the costs of various capital improvements to the System included in the Five-Year Work Plan (as defined herein) adopted by CFX from time to time, as the same may be amended, and includes reimbursing CFX for the costs of such improvements that were paid on an interim basis from other available funds of CFX (collectively, the "2019 System Projects").

See "DESCRIPTION OF THE SYSTEM" herein and the Consulting Engineer's Report attached hereto as APPENDIX C for a further description of the System, the Five-Year Work Plan and the various capital improvements therein comprising the 2019 System Projects.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2019 Bonds are expected to be applied as follows:

	Series 2019A Bonds	Series 2019B Bonds
Sources of Funds		
Par Amount	$	$
Net Bond Premium/Discount		
Total Sources of Funds	$	$
Uses of Funds		
Poinciana Parkway Acquisition Deposit to Construction Fund[1]	$	$
Deposit to Common Reserve Subaccount of Debt Service Reserve Account		
Costs of Issuance[2]		
Total Uses of Funds	$	$

(1) To be applied to finance all or a portion of the 2019 System Projects.

(2) Includes legal fees, underwriters' discount, financial advisor and consultant fees, rating agency fees, printing costs, and other fees and costs.

DESCRIPTION OF THE SERIES 2019 BONDS

General

The Series 2019 Bonds are being issued as fully registered bonds without coupons in the denomination of the par amount of the Series 2019 Bonds; shall be dated the date of the initial delivery thereof, and shall bear interest from such date, payable semiannually on January 1 and July 1 of each year, commencing January 1, 2020. The Series 2019 Bonds shall mature on July 1 in the years and principal amounts, and shall bear interest at the rates set forth on the inside of the cover page hereof.

Registration and Payment

Principal of, and premium, if any, or interest on the Series 2019 Bonds will be payable upon presentation and surrender of the Series 2019 Bonds at the designated corporate trust operations office of Wells Fargo Bank, N.A. or its successors or assigns as Registrar, Paying Agent and Trustee (the "Registrar," "Paying Agent" or "Trustee") in Minneapolis Minnesota. Interest on the Series 2019 Bonds will be paid by check or draft drawn upon the Paying Agent and mailed to the registered Bondholders of the Series 2019 Bonds at the addresses as they appear on the registration books maintained by the Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2019 Bonds subsequent to such Record Date and prior to such interest payment date, unless CFX shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest will be payable to the Bondholders in whose name such Series 2019 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Bondholders of such Series 2019 Bonds not less than 15 days preceding such special record date. Such notice shall be mailed to the Bondholders in whose name the Series 2019 Bonds are registered at the close of business on the fifth day (whether or not a Business Day) preceding the date of mailing.

If the date for payment of the principal of, premium, if any, or interest on the Series 2019 Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day will have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered Bondholder of $1,000,000 or more in principal amount of Series 2019 Bonds may provide for payment of principal, redemption price and interest with respect to such Series 2019 Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the

case of principal or redemption price, to the Paying Agent with the presentation or surrender of the Series 2019 Bonds to be paid, and (ii) in the case of interest, to the Paying Agent, as registrar, at least 15 Business Days prior to the applicable Record Date. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice.

CFX and the Registrar, Paying Agent, and Trustee may deem and treat the registered Bondholders of any Series 2019 Bond as the absolute Bondholders of such Series 2019 Bond for the purpose of receiving payment of the principal thereof and the interest and prepayment price, if any, thereon.

Transfer and Exchange

Each Series 2019 Bond may be transferred upon the registration books of CFX kept for that purpose at the office of the Registrar as provided in the Bond Resolution. All Series 2019 Bonds presented for transfer, exchange, or payment (if so required by CFX or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to CFX and the Registrar, duly executed by the Bondholders or by a duly authorized attorney. New Series 2019 Bonds delivered upon any transfer, purchase or exchange shall be valid obligations of CFX, evidencing the same debt as the Series 2019 Bonds surrendered, shall be secured by the Bond Resolution, and shall be entitled to all of the security and benefits thereof to the same extent as the Series 2019 Bonds surrendered.

In all cases of a transfer of the Series 2019 Bonds, the Registrar shall at the earliest practical time in accordance with the terms of the Bond Resolution enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee new fully registered Series 2019 Bonds of the same Series, maturity and of authorized denomination, for the same aggregate principal amount and payable from the same source of funds.

CFX and Registrar may charge the Registered Owner for the registration of every transfer or exchange of the Series 2019 Bonds an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by CFX) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2019 Bonds shall be delivered.

Redemption Provisions

Optional Redemption. The Series 2019 Bonds maturing on or before July 1, 20__ shall not be subject to redemption prior to their respective maturity date. The Series 2019 Bonds maturing on or after July 1, 20__ are subject to optional redemption by CFX in whole or in part at any time on or after July 1, 20__, in such maturities or amortization installments as CFX may determine and by lot within any maturity or amortization

installments, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption.

The Series 2019A Bonds maturing on July 1, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Series 2019A Bonds

Year (July 1)	Amortization Installments	Year (July 1)	Amortization Installments

*Final Maturity

The Series 2019B Bonds maturing on July 1, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Series 2019B Bonds

Year (July 1)	Amortization Installments	Year (July 1)	Amortization Installments

*Final Maturity

Selection of Bonds to be Redeemed or Purchased. If and to the extent that less than all of the Series 2019 Bonds are to be redeemed or purchased in lieu thereof, the maturities and principal amounts of each such maturity to be redeemed or purchased

[(other than redemptions from Sinking Fund Installments which shall be made from the corresponding maturities specified above)] shall be selected by CFX, and in the event less than all of the Series 2019 Bonds of an entire maturity thereof are redeemed or purchased, the Series 2019 Bonds of such maturity shall be selected at random by the Paying Agent, as trustee, in such manner as the Paying Agent, as trustee, in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2019 Bond of a denomination of more than $5,000 to be redeemed or purchased shall be in the principal amount of $5,000 or any integral multiple of $5,000 in excess thereof, and in selecting portions of such Series 2019 Bonds for redemption or purchase, the Paying Agent, as trustee shall treat each such Series 2019 Bond as representing that number of Series 2019 Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2019 Bond to be redeemed or purchased in part by $5,000.

Notice of Redemption

Unless waived by any Holder of the Series 2019 Bonds to be redeemed, notice of any optional redemption made pursuant to the Bond Resolution shall be given by the Paying Agent, as registrar, on behalf of CFX mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 20 days prior to the date fixed for redemption to each Holder of the Series 2019 Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of the Series 2019 Bonds to be redeemed, nor any failure to give such notice, shall in any manner defeat the effectiveness of a call for optional redemption as to all other Holders of the Series 2019 Bonds to be redeemed.

Every official notice of optional redemption shall be dated and shall state: (a) the redemption date, (b) the redemption price of the Series 2019 Bonds to be redeemed, (c) if less than all outstanding Series 2019 Bonds are to be redeemed, the number (and, in the case of partial redemption of any Series 2019 Bond, the principal amount) of each Series 2019 Bond to be redeemed, (d) that on the redemption date the redemption price will become due and payable upon each such Series 2019 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (e) that such Series 2019 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price plus accrued interest at the office of the Paying Agent.

In addition to the foregoing notice, further notice shall be given by CFX as set out below (provided however, the provisions of the Master Bond Resolution regarding notice of redemption is required solely with respect to the exercise by CFX of its right to optionally redeem the Series 2019 Bonds) but no defect in said further notice nor any

failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Series 2019 Bonds being redeemed; (ii) the original issue date of the Series 2019 Bonds; (iii) the rate of interest borne by each Series 2019 Bond being redeemed; (iv) the maturity date of each Series 2019 Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Series 2019 Bonds being redeemed.

(b) Each further notice of redemption shall be sent by registered or certified mail or overnight delivery service or telecopy to any Rating Agency whose rating is then on the Series 2019 Bonds, to the issuer of any Bond Credit Facility and to all registered securities depositories then in the business of holding substantial amounts of obligations of types similar to the type of which the Series 2019 Bonds consist (such depositories now being Depository Trust Company of New York, New York ("DTC"), Midwest Securities Trust Company of Chicago, Illinois, and the Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services that disseminate notices of prepayment or redemption of obligations such as the Series 2019 Bonds.

(c) Each such further notice shall be published one time in The Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the Holders of the Series 2019 Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of obligations similar to the Series 2019 Bonds.

So long as DTC is effecting book-entry transfers of the Series 2019 Bonds, the Paying Agent shall provide the redemption notices referenced above only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Series 2019 Bond to notify the beneficial owner of the Series 2019 Bond so affected, shall not affect the validity of the redemption of such Series 2019 Bond.

Any notice of optional redemption given pursuant to the provisions stated above or the Bond Resolution may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected

Bondholders of the Series 2019 Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Purchase in Lieu of Optional Redemption. Notwithstanding anything in the Bond Resolution to the contrary, at any time the Series 2019 Bonds are subject to optional redemption pursuant to the Bond Resolution, all or a portion of the Series 2019 Bonds to be redeemed as specified in the notice of redemption may be purchased by the Paying Agent, as trustee, at the direction of CFX, on the date which would be the redemption date if such Series 2019 Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2019 Bonds on the redemption date for the account of and at the direction of CFX who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by Co-Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2019 Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Series 2019 Bonds in lieu of optional redemption, no notice to the Registered Owners of Series 2019 Bonds to be so purchased (other than the notice of redemption otherwise required under the Bond Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2019 Bonds if such Series 2019 Bonds had been redeemed rather than purchased. Each Series 2019 Bond so purchased shall not be canceled or discharged and shall be registered in the name of CFX. Series 2019 Bonds to be purchased under the Bond Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

Book-Entry Only System

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2019A Bonds and the Series 2019B Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the

"Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2019 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2019 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2019 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2019 Bonds, such as defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2019 Bonds may wish to ascertain that the nominee holding the Series 2019 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to CFX as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption, proceeds, distributions, and dividend payments on the Series 2019 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from CFX or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the Registrar, the Paying Agent or CFX, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of CFX and/or the Paying Agent for the Series 2019 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

CFX, the Trustee, the Paying Agent and the Registrar do not have any responsibility or obligation to the Direct Participants, Indirect Participants or the

Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant, (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of an interest on the Series 2019 Bonds, (3) the delivery or timeliness of delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Bond Resolution to be given to Bondholders, or (4) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Bondholders.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that CFX believes to be reliable, but CFX takes no responsibility for the accuracy thereof.

Discontinuance of Book-Entry Only System

DTC may discontinue providing its services as securities depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to CFX. Under such circumstances, in the event that a successor securities depository is not obtained, the Series 2019 Bond certificates are required to be printed and delivered directly to the Beneficial Owners of the Series 2019 Bonds, or their nominees.

CFX may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository) upon compliance with all applicable rules and procedures. In that event, the Series 2019 Bond certificates will be printed and delivered.

So long as Cede & Co. is the Registered Owner of the Series 2019 Bonds, as nominee of DTC, references in this Official Statement to the Bondholders of Series 2019 Bonds or Registered Owners of the Series 2019 Bonds shall mean Cede & Co., and shall not mean the Beneficial Owners of the Series 2019 Bonds.

SECURITY FOR THE SERIES 2019 BONDS

General

The Series 2019 Bonds are payable from and secured by a pledge of and lien on System Pledged Revenues, which currently consists of, among other things, Net Revenues and until applied in accordance with the provisions of the Bond Resolution, amounts on deposit in certain of the funds and accounts established under the Bond Resolution. See "SECURITY FOR THE SERIES 2019 BONDS - Net Revenues" herein.

The pledge of and lien on the System Pledged Revenues securing the Series 2019 Bonds is on a parity with the pledge thereof and lien thereon securing the other Outstanding Parity Bonds, any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds, if any. See

"SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Senior Obligations" and "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

The Bond Resolution permits CFX to pledge Supplemental Payments (as defined therein), as additional security for the payment of one or more Series of Bonds to the extent System Pledged Revenues (and if pledged to a particular Series of Bonds, Series Payments), are insufficient therefor. See the definition of "Supplemental Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Supplemental Payments. However, no such Supplemental Payments are currently pledged to the payment of the Series 2019 Bonds or any Outstanding Parity Bonds.

The Bond Resolution also permits CFX to pledge additional revenue sources as System Payments which shall constitute a portion of the System Pledged Revenues, however, no such System Payments are currently pledged to the payment of the Series 2019 Bonds or any other Bonds. See the definition of "System Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute System Payments and to be included as part of the System Pledged Revenues.

Pursuant to the Bond Resolution, a particular Series of Bonds may also be secured by a pledge of Series Payments. See the definition of "Series Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Series Payments. There are no Series Payments currently pledged to the payment of the Series 2019 Bonds or any other Bonds.

Certain of the Outstanding Parity Bonds and the Series 2019 Bonds, are also secured by and payable from monies in the respective subaccount within the Debt Service Reserve Account related to such Series of Bonds and various funds and accounts created pursuant to the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" herein for a description of such funds and accounts. See "SECURITY FOR THE SERIES 2019 BONDS - Debt Service Reserve Account" herein for a description of the Debt Service Reserve Account and the Series 2019 Reserve Subaccount therein.

Net Revenues

Net Revenues pledged to the payment of principal of and interest on the Series 2019 Bonds are derived by deducting from the Gross Revenues of the System, the Cost of Maintenance, the Cost of Operation, required deposits to the OM&A Reserve Account, and Administrative Expenses. The Bond Resolution defines "Gross Revenues" as (1) all tolls, leasehold payments, concession payments, revenues, rates, rents, charges and other

income and receipts derived by or for the account of CFX from the leasing or operation of the System, (2) investment income received on any amounts held pursuant to the Bond Resolution or any Supplemental Authorizing Resolution in the System General Revenue Fund, the System General Reserve Fund, the System Projects Fund, the OM&A Fund and the Renewal and Replacement Fund, and (3) the proceeds of any use and occupancy insurance on any portion of the System. "Gross Revenues" do not include Supplemental Payments, Series Payments, System Payments, revenues derived from the operation of Non-System Projects (unless designated part of the System pursuant to the Bond Resolution), payments pursuant to a Bond Letter of Credit, payments pursuant to a Qualified Swap Agreement, or the proceeds of any gifts, grants, or other payments to CFX from the United States government, the State or any public or private instrumentality, individual or entity that are not in the nature of an operating, concession or rental payment with respect to the use and operation of the System. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein.

Debt Service Reserve Account

The Series 2019 Bonds will be secured by the Central Florida Expressway Authority Common Reserve Subaccount (the "Common Reserve Subaccount"), a separate subaccount within the Debt Service Reserve Account established pursuant to the Master Bond Resolution and held by the Paying Agent. The Common Reserve Subaccount was initially funded with a deposit of Series 2018 Bond proceeds in an amount equal to the Debt Service Reserve Requirement for the Series 2018 Bonds, which at issuance, equaled $14,469,000.00. On the date of issuance of the Series 2019 Bonds, CFX will use Series 2019 Bond Proceeds to fund a deposit to the Common Reserve Subaccount in an amount equal to $_____. After such deposit of Series 2019 Bond proceeds, the total amount on deposit in the Common Reserve Subaccount ($_____) will be equal to the aggregate Debt Service Reserve Requirement for the Series 2019 Bonds and Series 2018 Bonds. Amounts deposited in the Common Reserve Subaccount are pledged to secure the repayment of the Series 2019 Bonds, the Series 2018 Bonds and any Additional Bonds issued in the future by CFX and designated by CFX from time to time as being secured by the Common Reserve Subaccount. Deposits into and application of amounts in the Common Reserve Subaccount shall be in accordance with the Master Bond Resolution. Draws from the Common Reserve Subaccount shall be restored from the first System Pledged Revenues available to CFX after all required payments have been made to the Interest Account, the Principal Account and the Bond Redemption Account.

All other money and Reserve Account Credit Facilities on deposit in the Debt Service Reserve Account, or subaccounts therein, shall secure the Outstanding Parity Bonds except as otherwise provided in the Bond Resolution. Unless the authorizing resolution for any Series of Bonds provides for the funding of the Debt Service Reserve

Account in installments as permitted by the Bond Resolution, the Debt Service Reserve Account shall be fully funded immediately upon the issuance of such Series of Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A and "TWENTY-FIFTH SUPPLEMENTAL RESOLUTION" attached hereto as APPENDIX B for the provisions concerning the funding of the Debt Service Reserve Account.

CFX has purchased Reserve Account Credit Facilities from various providers for the benefit of each Series of Bonds outstanding except the Series 2008B Bonds and the Series 2013C Bonds. The Bond Resolution does not require minimum ratings for providers of Reserve Account Credit Facilities. The Debt Service Reserve Requirement associated with the Series 2008B Bonds is zero so long as the credit facilities supporting the Series 2008B Bonds remain in effect. The Debt Service Reserve Requirement for the Series 2016B Bonds was funded with a combination of cash and a Reserve Account Credit Facility and the 2016B Reserve Subaccount secures the repayment of the Series 2016B Bonds only. The Debt Service Reserve Requirement for the Series 2017 Bonds was funded with a combination of cash and a Reserve Account Credit Facility and the 2017 Reserve Subaccount secures the repayment of the Series 2017 Bonds only. Other Series of Outstanding Parity Bonds are secured by investments in subaccounts established for such Series in the Debt Service Reserve Account. The Series 2013C Bonds are not secured by any amounts or Reserve Account Credit Facilities on deposit in the Debt Service Reserve Account.

Limited Obligations

The Series 2019 Bonds and all obligations under the Bond Resolution are limited obligations of CFX payable solely from the System Pledged Revenues, and, if applicable, any Supplemental Payments or Series Payments hereafter pledged to the payment of the Series 2019 Bonds and earnings on funds held in certain funds and accounts, as respectively provided in the Bond Resolution.

NONE OF THE STATE OF FLORIDA, BREVARD COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON, THE SERIES 2019 BONDS AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2019 BONDS. NO OWNER OF ANY OF THE SERIES 2019 BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING

POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY LOCATED THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED FOR THE PAYMENT OF THE SERIES 2019 BONDS. CFX HAS NO TAXING POWER. THE SERIES 2019 BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.

MUNICIPAL BOND INSURANCE OPTION

CFX has received a commitment from _____ (the "Insurer"), for the issuance of a municipal bond insurance policy on all or a portion of the Series 2019 Bonds. The determination as to whether to purchase such insurance, if available, and payment of all associated costs, including the premium charged by the Insurer, will be at the option and expense of CFX at the time of pricing the Series 2019 Bonds. If any portion of the Series 2019 Bonds is sold on an insured basis, reference to the insurance policy will appear in the final official statement and on the Series 2019 Bonds; however the provisions of the financing documents will not be altered, nor will CFX consent to make additional representations, undertakings or warranties.

SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION

Toll Provisions

Toll Covenant. Pursuant to the Bond Resolution, CFX covenants that, except as described below in this section under "Adjustments and Classifications of Tolls; Free Passage," it will at all times charge and collect or cause to be charged and collected, tolls, leasehold payments, concession payments, revenues, rates, rents and other charges for the use of the System at rates not less than as shall be required so that:

(a) System Pledged Revenues, plus Supplemental Payments, if any, in an amount not to exceed the aggregate Annual Debt Service Requirement for such Fiscal Year for all Series of Bonds to which such Supplemental Payments are pledged, in each Fiscal Year will be sufficient to make deposits required to be made into the Debt Service Reserve Account pursuant to the Bond Resolution and shall equal at least 120% of the Annual Debt Service Requirement in such Fiscal Year with respect to all Bonds then outstanding; provided, however, that System Pledged Revenues will in no event provide in each Fiscal Year less than 120% of the Annual Debt Service Requirement with respect to all Bonds then outstanding; and

(b) Gross Revenues shall be sufficient to pay all payments required by the terms of the Bond Resolution including:

(i) 100% of the Cost of Operation during such Fiscal Year as provided in the Annual Budget of CFX for such year prepared in conformity with the Bond Resolution;

(ii) 100% of the Administrative Expenses of CFX, as provided in the Annual Budget of CFX prepared in conformity with the Bond Resolution;

(iii) 100% of the Cost of Maintenance during such Fiscal Year as provided in the Annual Budget of CFX prepared in conformity with the Bond Resolution; and

(iv) 100% of the required deposits to the OM&A Reserve Account in such Fiscal Year.

(c) System Pledged Revenues for each Fiscal Year shall be sufficient to pay 100% of:

(i) deposits and payments required pursuant to the Bond Resolution;

(ii) deposits and payments required pursuant to any resolution, indenture or other authorizing instrument under which any obligations of CFX secured by a pledge of the System Pledged Revenues junior and subordinate to the Bonds are issued; and

(iii) the Renewal and Replacement Requirement.

The definition of "Annual Debt Service Requirement" provides for certain credits against debt service and assumptions in calculating debt service on Bonds with respect to interest earnings, capitalized interest, Series Payments, Qualified Swap Payments and inverse floating rate bonds. See the definition of "Annual Debt Service Requirement" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

Failure in any Fiscal Year to comply with the rate covenant described in the Bond Resolution shall not constitute an Event of Default under the Bond Resolution if CFX complies with the requirements of the Bond Resolution with respect to annual review of the financial condition of the System and the sufficiency of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments and implementation of schedules of tolls and other rates and charges recommended by an Independent Consultant; provided that if an Independent Consultant shall be of the opinion that a schedule of tolls and other rates and charges for the System which would meet such rate covenant is impracticable at the time, and CFX therefore cannot comply with such

requirements, then CFX shall fix and establish such tolls and other rates and charges as to be recommended by an Independent Consultant to comply as nearly as practicable with such rate covenant, and in such event, failure to comply with the rate covenant will not be an Event of Default under the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A.

Upon acquisition by CFX of the Poinciana Parkway as described herein, the Poinciana Parkway will be classified as a System Project and will therefore be subject to the obligations of CFX with regards to the System under the Bond Resolution and as otherwise described herein.

In addition to the foregoing, CFX is bound by certain covenants under the Junior TIFIA Loan Agreement regarding tolls rates and related coverage ratios which are similar to the above-described covenants under the Bond Resolution. See "JUNIOR TIFIA LOAN AGREEMENT - Affirmative Covenants - Rate Coverage" herein for a description of such toll covenants under the Junior TIFIA Loan Agreement.

Reduction of Tolls. Except as described below in this section under "Adjustments and Classification of Tolls; Free Passage," CFX also covenants in the Bond Resolution not to reduce any rate of toll fixed for transit over the System unless, it shall first obtain or certify as follows in connection with any action of CFX authorizing such reduction: (a) CFX shall have obtained a certificate of an Independent Consultant setting forth estimates of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments pledged to the Bonds for the then current and each future Fiscal Year to and including the latest maturity of the Bonds, which may take into consideration, among other things, the additional use of the System projected to result from such reduction in the rate of tolls; (b) CFX shall have received a favorable recommendation from an Independent Consultant that such proposed reduction be placed in effect, (c) approval by the Department, if applicable, and (d) CFX has filed with the Department, if applicable, a certificate of an Authorized Officer of CFX setting forth (i) the Annual Debt Service Requirement for the then current and each future Fiscal Year, (ii) that the estimated System Pledged Revenues for the then current and each future Fiscal Year are not less than 1.50 times the Annual Debt Service Requirement for such respective current or future Fiscal Year, (iii) that CFX is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Bond Resolution, and (iv) that immediately prior to such proposed reduction, the amount on deposit in the Debt Service Reserve Account was equal to the Debt Service Reserve Requirement with respect to the Bonds. The certificate of an Independent Consultant referenced above is to be based, in part, on estimates of the Cost of Operation, the Cost of Maintenance, deposits to the OM&A Reserve Account and the Administrative Expenses of CFX for the System prepared by CFX and certified by an Authorized Officer of CFX.

Adjustments and Classification of Tolls; Free Passage. CFX covenants in the Bond Resolution that tolls will be classified in a reasonable way to cover all traffic, so

that tolls will be uniform in application to all traffic falling within any reasonable class regardless of status or character of any person, firm or corporation participating in the traffic, except that classification of tolls based upon frequency, volume, time of such traffic, distance traveled, method of payment, or other method of classification used by comparable tolling authorities shall be deemed to be a reasonable classification for the purposes of the Bond Resolution. CFX may increase toll rates at any time and, with the approval of the Department with respect to those portions of the System for which the Department pays the Cost of Operation, increase the number of toll gates at any time upon recommendation of an Independent Consultant. CFX may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided that such action is recommended by an Independent Consultant and will not cause CFX to fail to comply with the respective toll covenants in the Bond Resolution. For a discussion of CFX's current program of toll volume discounts, see "SYSTEM REVENUES - Discount Programs" herein.

CFX further covenants in the Bond Resolution that they will not allow or permit any free use of the toll facilities of the System except to officials or employees of CFX and the Department engaged in official business of CFX and the Department, or law enforcement officers, or emergency vehicles while in the discharge of their official duties, or except as required by existing law. See "SYSTEM REVENUES - Toll Suspension" herein.

Issuance of Senior Obligations

CFX covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations payable on a senior or priority basis to the Bonds from the System Pledged Revenues and Supplemental Payments, nor shall it voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to the lien of the Bonds issued pursuant to the Bond Resolution. CFX further covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations except upon the conditions and in the manner provided in the Bond Resolution, payable on a parity from the System Pledged Revenues and Supplemental Payments, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge payable on a parity basis with the lien of the Bonds issued pursuant to the Bond Resolution and the interest thereon, upon any of the System Pledged Revenues and Supplemental Payments. Notwithstanding the foregoing, CFX may issue other obligations secured by a pledge of the System Pledged Revenues and Supplemental Payments in addition to the Bonds authorized by the Bond Resolution provided such obligations contain an express statement that such obligations are junior, inferior and subordinate in all respects to the Bonds issued pursuant to the Bond Resolution as to lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects.

Additionally, the Junior TIFIA Loan Agreement imposes certain conditions on the issuance of such senior obligations and the creation of any additional lien rights outside of the Bond Resolution and the Master Junior Lien Bond Resolution, adopted by CFX on March 12, 2015 with respect to its Junior Lien Bonds (as supplemented from time to time, the "Master Junior Lien Bond Resolution") with respect to System Pledged Revenues. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for more complete statement of the terms and conditions related to senior obligations under the Junior TIFIA Loan Agreement.

Issuance of Parity Bonds

CFX may issue Parity Bonds (a) for the purpose of financing System Projects, either alone or jointly with other persons, public bodies or private bodies, (b) for the purpose of financing Non-System Projects, either alone or jointly with other persons, public bodies or private bodies, (c) for the purpose of refunding Outstanding Bonds, (d) for the purpose of completing any System Project for which Bonds have been previously issued pursuant to the Bond Resolution, or (e) for the purpose of refunding subordinated indebtedness.

Except with respect to Refunding Bonds and Completion Bonds, no such Parity Bonds shall be issued unless the following, among other conditions, are complied with:

(a) The amount of the System Pledged Revenues and any Supplemental Payments received or available during the immediately preceding Fiscal Year or any 12 consecutive calendar months selected by CFX out of the 15 consecutive calendar months immediately preceding the issuance of said Parity Bonds, adjusted as described in the Bond Resolution, as verified by the Verification Agent, equaled at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued.

The System Pledged Revenues calculated pursuant to this paragraph (a) may be adjusted, at the option of CFX, if CFX, prior to the issuance of the proposed Parity Bonds, has increased the tolls for transit over the toll facilities of the System. The Net Revenues for the 12 consecutive months out of the 15 months immediately preceding the issuance of said Parity Bonds, shall be adjusted, based upon a certificate of an Independent Consultant, showing the Net Revenues which would have been derived from the System in such 12 consecutive months as if such increased tolls of the System had been in effect during all of such 12 consecutive months.

(b) (i) If CFX is constructing or acquiring a System Project from the proceeds of such Parity Bonds and assuming, except as described below, that the toll rates and charges in effect at the time of issuance of such Parity Bonds will be

the toll rates and charges to be charged and collected from users of the System when such System Project is completed and open for transit, the annual System Pledged Revenues estimated by an Independent Consultant to be derived during ten full Fiscal Years of operation after the estimated date of completion of the construction or acquisition of said System Project, plus an amount equal to the Supplemental Payments (not to exceed the portion of the Maximum Annual Debt Service Requirement attributable to the Series of Bonds secured by such Supplemental Payments) available (or, as provided by a projection of an Independent Consultant that would have been available had the pledge of such Supplemental Payments been in effect) during any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation, will be equal to at least 120% of the corresponding Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds then proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of such Annual Debt Service Requirement. Any adjustment (including any increase or decrease) in the toll rate structure or other charges scheduled to be put in place may be incorporated into the System Pledged Revenues estimate by an Independent Consultant pursuant to this subparagraph (i) only if CFX has established a forecast of tolls or other charges to be charged and collected from users of the System when such System Project is completed and open for transit. For purposes of calculating the System Pledged Revenues, the amount of System Payments to be included shall be equal to the amount of such System Payments received (or, as provided by a projection of an Independent Consultant, that would have been received had such System Payment been in effect) in any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation.

(ii) System Pledged Revenues for the System, plus Supplemental Payments pledged to the Bonds for the preceding Fiscal Year or for 12 consecutive months of the preceding 15 months, must equal at least the Maximum Annual Debt Service Requirement. In calculating the System Pledged Revenues for purposes of this paragraph only, such System Pledged Revenues may be adjusted as follows:

(A) If a toll increase has been adopted for the System prior to the issuance of the proposed Parity Bonds, the System Pledged Revenues may be adjusted, based on a certificate of an Independent Consultant to show the System Pledged Revenues which would have been derived from said System in such 12 consecutive months as if such tolls of said System had been in place during all of such 12 consecutive months; and

(B) Such System Pledged Revenues for the System may also be estimated by an Independent Consultant for the first full Fiscal Year of

operation of the System Project to be financed from the proposed Parity Bonds. Such projection, as certified by an Independent Consultant, may not be for a Fiscal Year which exceeds three full Fiscal Years beyond the year of issuance of such Parity Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A for a more complete statement of the terms and conditions for the issuance of Parity Bonds, including the conditions for the issuance of Parity Bonds for purposes of financing Non-System Projects.

As previously described herein, CFX is bound by additional covenants regarding the issuance of Parity Bonds pursuant to the Junior TIFIA Loan Agreement. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for a discussion of the limitations thereunder.

Issuance of Refunding Bonds and Completion Bonds

CFX may issue Refunding Bonds and Completion Bonds under the Bond Resolution payable on a parity with the Outstanding Bonds in the manner and upon compliance with the conditions set forth under "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" herein, except that CFX need not comply with the provisions of sub-paragraph (b)(i) and (ii) thereunder nor the requirements under the Bond Resolution relating to a supplemental Lease-Purchase Agreement, System Payments, Series Payments and Supplemental Payments nor the delivery of a certificate of an Authorized Officer and a certificate of the Independent Consultant. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A for a more complete discussion of the requirements for the issuance of Refunding Bonds and Completion Bonds.

Notwithstanding the foregoing, the Junior TIFIA Loan Agreement requires that, and prior to the issuance of any Completion Bonds, CFX comply with certain additional requirements as stated therein including the provisions of sub-paragraph (b)(i) discussed in the immediately preceding paragraph and excepted under the Bond Resolution.

Qualified Swap Agreements

The Bond Resolution permits CFX to enter into one or more Qualified Swap Agreements with respect to one or more Series of Bonds. Qualified Swap Payments payable by CFX under any such agreement will be payable from the Interest Account on a parity with interest payments with respect to Bonds. Certain termination fees and payments associated with the Qualified Swap Agreements will be subordinate to the payment of the Bonds and Qualified Swap Payments. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein and

"AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A.

Additionally, the Junior TIFIA Loan Agreement provides that, during the term of the Junior TIFIA Loan, with respect to any Parity Bonds or Junior Lien Bonds bearing interest at a variable rate issued after March 25, 2015, CFX shall have in full force and effect a Qualified Swap Agreement with a stated maturity date not earlier that the final maturity date of the related Parity Bond or Junior Lien Bond, as applicable. See "JUNIOR TIFIA LOAN AGREEMENT - Swap Covenants Under Junior TIFIA Loan Agreement" herein for a discussion of such requirements.

Flow of Funds

Pursuant to the Bond Resolution, the entire Gross Revenues derived from the operation of the System shall be collected by CFX, or its agents, and, to the extent practicable, deposited daily in the System General Revenue Fund. Upon the pledging of any System Payments, there shall also be created in the System General Revenue Fund a separate account designated the "System Payments Account." Funds on deposit in the System General Revenue Fund and the System Payments Account will constitute System Pledged Revenues under the Bond Resolution.

In addition to the System General Revenue Fund and the accounts thereunder, the following funds and accounts shall be continued and maintained under the Bond Resolution so long as Bonds are Outstanding and shall constitute funds and accounts established under the Bond Resolution:

(a) The "Expressway System Operation, Maintenance and Administrative Expenses Fund" (the "OM&A Fund"). There are also created four separate accounts in the OM&A Fund to be known as the "Cost of Operation Account," the "Cost of Maintenance Account," the "Administrative Expenses Account" and the "OM&A Reserve Account."

(b) The "Expressway System General Reserve Fund" (the "System General Reserve Fund").

(c) The "Expressway System Renewal and Replacement Fund" (the "Renewal and Replacement Fund").

(d) The "Expressway System Projects Fund" (the "System Projects Fund").

In addition to the foregoing, the following funds and accounts are created by the Bond Resolution for the benefit of outstanding Bonds:

(a) The "Expressway System Sinking Fund" (the "Sinking Fund") and four separate accounts therein to be known as the "Interest Account," the "Principal Account," the "Bond Redemption Account," and the "Debt Service Reserve Account."

(b) The "Expressway System Series Payment Fund" (the "Series Payment Fund") provided that a Series of Bonds to which Series Payments are pledged is outstanding. The creation and establishment from time to time of separate accounts in the Series Payment Fund are also authorized.

(c) The "Expressway System Supplemental Payments Fund" (the "Supplemental Payments Fund") provided that a Series of Bonds to which Supplemental Payments are pledged is outstanding. The creation and establishment from time to time of separate accounts in the Supplemental Payments Fund are also authorized.

(d) The "Expressway System Construction Fund" (the "Construction Fund"). CFX may by Supplemental Authorizing Resolution establish individual Construction Accounts for particular Series of Bonds issued pursuant to such Supplemental Authorizing Resolution. The Twenty-Fifth Supplemental Resolution creates a Series 2019 Construction Account within the Construction Fund into which a portion of the proceeds of the Series 2019 Bonds will be deposited and applied to finance a portion of the 2019 System Projects. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

(e) The "Expressway System Rebate Fund" (the "Rebate Fund"). CFX may, by Supplemental Authorizing Resolution, establish individual Rebate Accounts for particular Series of Bonds.

(f) Such other funds, accounts, or sub-accounts as CFX shall determine pursuant to a Supplemental Authorizing Resolution.

The amounts on deposit in the funds and accounts created by or continued under the Bond Resolution including, but not limited to, the System General Revenue Fund, the OM&A Fund, the System General Reserve Fund, the System Projects Fund and the Renewal and Replacement Fund shall constitute System Pledged Revenues, and trust funds for the purposes provided in the Bond Resolution, and for the purposes of accounting are required to be kept separate and distinct from all other funds of CFX and used only for the purposes and in the manner provided for in the Bond Resolution. The Sinking Fund and the accounts therein are required to be held pursuant to the Bond Resolution by a trustee. The Supplemental Payments Fund and the accounts therein shall be established and held in compliance with the document or agreement providing for such Supplemental Payments.

All System Payments shall be deposited by CFX into the System Payments Account in the System General Revenue Fund immediately upon receipt thereof. All

Series Payments shall be deposited by CFX into the Series Payments Fund (or if established, the applicable subaccount therein) immediately upon receipt thereof.

Amounts at any time remaining on deposit in the System General Revenue Fund and the System Gross Revenue Account shall be applied in accordance with the provisions of the Bond Resolution.

The following diagram presents a summary of the application of Gross Revenues, System Payments, Series Payments and Supplemental Payments to the various funds and accounts as provided in the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A and "TWENTY-FIFTH SUPPLEMENTAL RESOLUTION" attached hereto as APPENDIX B for a complete description of the application of such funds under the Bond Resolution.

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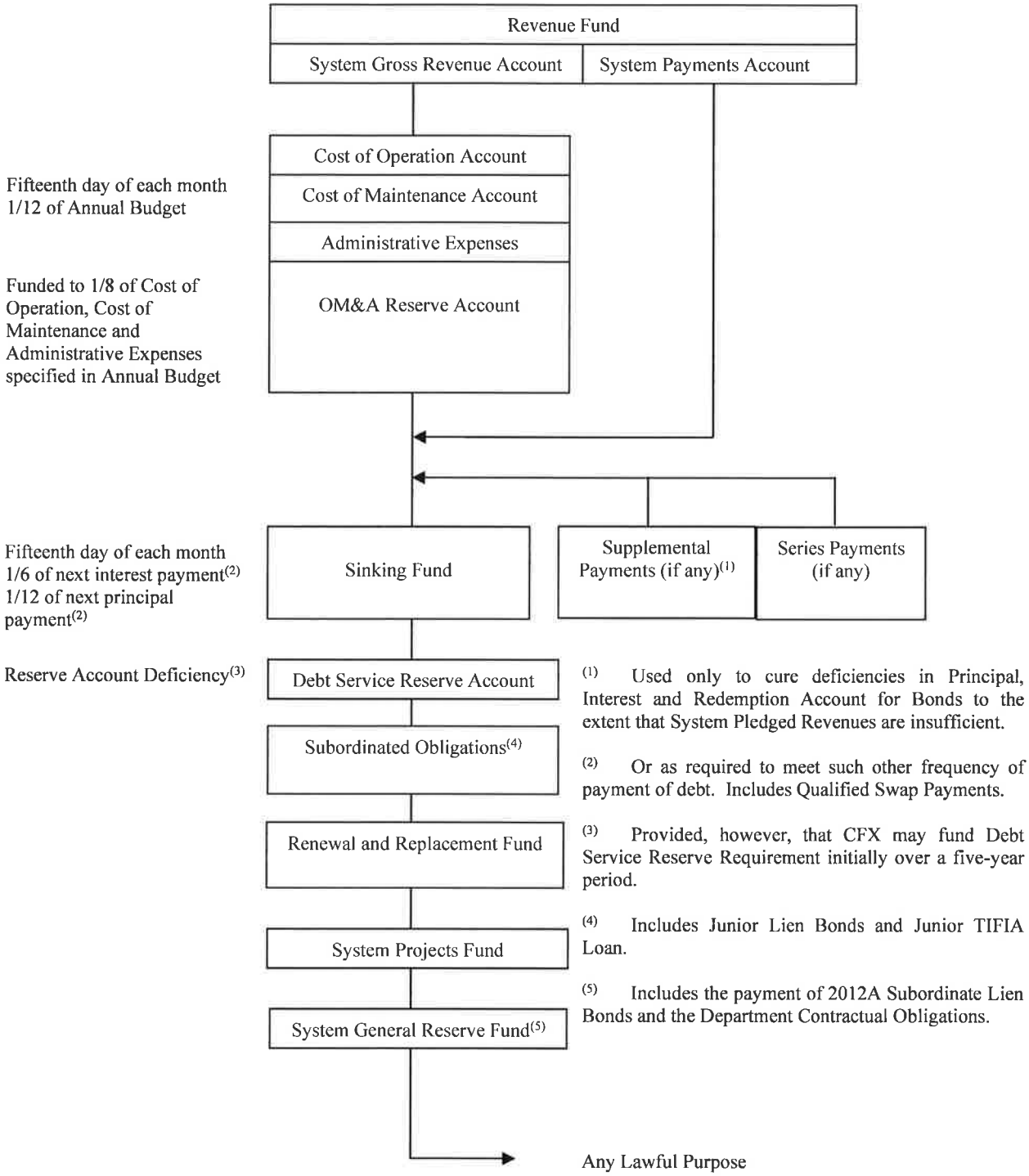
Flow of Funds Diagram



(1) Used only to cure deficiencies in Principal, Interest and Redemption Account for Bonds to the extent that System Pledged Revenues are insufficient.

(2) Or as required to meet such other frequency of payment of debt. Includes Qualified Swap Payments.

(3) Provided, however, that CFX may fund Debt Service Reserve Requirement initially over a five-year period.

(4) Includes Junior Lien Bonds and Junior TIFIA Loan.

(5) Includes the payment of 2012A Subordinate Lien Bonds and the Department Contractual Obligations.

SYSTEM FINANCING

Bonded Indebtedness

The following table summarizes CFX's Outstanding Parity Bonds prior to the issuance and delivery of the Series 2019 Bonds.

Bonded Indebtedness	Purpose	Outstanding Par Amount
Series 2008B-1 Bonds	Refunded certain Bonds	$ 129,875,000
Series 2008B-2 Bonds	Refunded certain Bonds	117,395,000
Series 2008B-3 Bonds	Refunded certain Bonds	148,490,000
Series 2008B-4 Bonds	Refunded certain Bonds	98,965,000
Series 2010B Bonds	Refunded certain Bonds	60,760,000
Series 2012 Bonds	Refunded certain Bonds	134,315,000
Series 2013A Bonds	Refunded certain Bonds	242,320,000
Series 2013B Bonds	Refunded certain Bonds	115,725,000
Series 2013C Bonds	Refunded certain Bonds	102,820,000
Series 2016A Bonds	Refunded certain Bonds	149,495,000
Series 2016B Bonds	Refunded certain Bonds	621,990,000
Series 2017 Bonds	Refunded certain Bonds	339,275,000
Series 2018 Bonds	Funded a portion of the Five-Year Work Plan	219,035,000
Total		$2,480,460,000

Source: CFX.

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Estimated Annual Debt Service

The following table presents the estimated annual debt service obligations of CFX on the Outstanding Parity Bonds prior to the issuance and delivery of the Series 2019 Bonds. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

Estimated Annual Debt Service

Year Ending June 30	Outstanding Parity Bonds[1][2]	Series 2019A Bonds		Series 2019B Bonds		Total Annual Debt Service
		Principal	Interest	Principal	Interest	
2019	$ 170,131,966	$	$	$	$	$ 170,131,966
2020	175,984,032					175,984,032
2021	177,666,526					177,666,526
2022	174,226,222					174,226,222
2023	173,096,547					173,096,547
2024	171,954,190					171,954,190
2025	185,242,637					185,242,637
2026	195,650,154					195,650,154
2027	195,560,670					195,560,670
2028	195,874,340					195,874,340
2029	192,036,622					192,036,622
2030	192,468,620					192,468,620
2031	192,436,035					192,436,035
2032	192,441,374					192,441,374
2033	194,069,355					194,069,355
2034	190,658,116					190,658,116
2035	191,294,677					191,294,677
2036	152,132,345					152,132,345
2037	151,429,420					151,429,420
2038	153,157,243					153,157,243
2039	153,943,655					153,943,655
2040	153,136,901					153,136,901
2041	53,805,250					53,805,250
2042	53,803,750					53,803,750
2043	14,466,250					14,466,250
2044	14,466,500					14,466,500
2045	14,464,750					14,464,750
2046	14,464,750					14,464,750
2047	14,465,000					14,465,000
2048	14,469,000					14,469,000
2049						
Total	$4,118,996,899	$	$	$	$	$4,118,996,899

(1) [Estimated debt service on the Outstanding Parity Bonds, including the Series 2008B Bonds, which is net of ongoing expenses such as Bond Credit Facility fees, letter of credit fees, and remarketing fees, where applicable, as the same are not included as part of debt service under the Bond Resolution. Debt service on the Series 2008B Bonds has been calculated based upon the fixed rate provided in the Interest Rate Swap Agreements relating to such Series of Bonds plus any applicable spreads for sub-series privately placed with banks for the duration of the placement. Debt service on the Series 2008B-1 Bonds includes an assumed spread of 56 basis points through November 1, 2022. Debt service on the Series 2008B-2 Bonds includes an assumed spread of 58 basis points through July 28, 2023. Debt service on the Series 2008B-3 Bonds includes an assumed spread of 46 basis points through October 15, 2021. Debt service on the Series 2008B-4 Bonds includes an assumed spread of 53.5 basis points through January 8, 2022.]

(2) Per the Bond Resolution, amounts due on July 1 of any year are included in the previous Fiscal Year.

Totals may not add due to rounding.

Source: Prepared by PFM Financial Advisors LLC and approved by CFX.

Certain Subordinated Obligations

2012A Subordinate Lien Bonds. On November 29, 2012, CFX issued its General Reserve Fund Obligation Bond, Series 2012A (Subordinate Lien) (the "2012A Subordinate Lien Bonds") in the original aggregate principal amount of $59,060,000 to fund termination payments associated with the optional termination of a portion of CFX's Qualified Swap Agreements. The 2012A Subordinate Lien Bonds are secured by a pledge of and lien on System Pledged Revenues junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues securing CFX's payment obligations with respect to: (1) Bonds and Qualified Swap Payments that are currently issued and outstanding or may be issued in the future under CFX's Master Bond Resolution and (2) certain other subordinate obligations of CFX, including Junior Lien Bonds issued by CFX pursuant to its Master Junior Lien Bond Resolution. As of the date hereof, the 2012A Subordinate Lien Bonds were outstanding in the aggregate principal amount of $42,195,000.

Under the Master Junior Lien Bond Resolution, upon the payment in full or discharge of the LPA Repayments (defined below) under the Lease-Purchase Agreement, the 2012A Subordinate Lien Bonds shall be deemed to be issued and outstanding under the Master Junior Lien Resolution and therefore, entitled to the pledge of and lien on System Pledged Revenues provided therein. In addition, under the Junior TIFIA Loan Agreement CFX has agreed to: (i) reclassify the 2012A Subordinate Lien Bonds as a Junior Lien Bond reissued and delivered pursuant to the Master Junior Lien Bond Resolution and (ii) provide notice and a copy of the replacement 2012A Junior Lien Bond to the TIFIA Lender. In Fiscal Year 2017, CFX made a prepayment in satisfaction of all accumulated and future LPA Repayments due under the Lease-Purchase Agreement, as described further below. [The obligations currently evidenced by the 2012A Subordinate Lien Bonds shall be entitled to the benefits of a Junior Lien Bond (including payment of principal and interest on parity with any other Junior Lien Bonds) at such time as a new 2012A Junior Lien Bond is executed, authenticated and issued in accordance with the terms of the Junior TIFIA Loan Agreement and the Master Junior Lien Bond Resolution. CFX is currently working with the Department and the Florida Division of Financial Services to complete certain other contingencies required prior to the reclassification of the 2012A Subordinate Lien Bonds. Under the Junior TIFIA Loan Agreement and unless waived in writing by the TIFIA Lender, such reclassification is a condition precedent to disbursement of any proceeds of the Junior TIFIA Loan.][TO BE REVIEWED/UPDATED]

Department Contractual Obligations. On May 29, 2012 the Department and CFX signed a memorandum of understanding (the "Wekiva MOU") setting forth the required terms of the hereinafter described and subsequently executed Wekiva Interlocal Agreement pursuant to which the parties would build the extension of SR 429 known as the "Wekiva Parkway." Certain key provisions of the Wekiva MOU were codified in

Sections 348.7546 and 348.757(9), Florida Statutes, effective July 1, 2012. See "DESCRIPTION OF THE SYSTEM - Wekiva Parkway (SR 429)" and " - Capital Improvement Program" herein for a more detailed description of the Wekiva Parkway and the Wekiva Interlocal Agreement, respectively. Pursuant to such statutes and the Wekiva Interlocal Agreement, CFX was required to repay its long-term debt owing to the Department under the Lease-Purchase Agreement (the "Department Contractual Obligations"), by making annual payments (the "LPA Repayments") from the System General Reserve Fund beginning on July 1, 2013 through July 1, 2025. On October 12, 2016, CFX exercised its discretionary authority to make a prepayment in satisfaction of all accumulated and future LPA Repayments due under the Lease-Purchase Agreement in the amount of $150,870,102 from moneys on deposit and legally available for such purpose in the System General Reserve Fund. The prepayment of the LPA Repayments did not have a material adverse effect on CFX's finances or its ability to undertake and fund the Five-Year Work Plan (as defined herein). Any future Department Contractual Obligations of CFX under the Lease-Purchase Agreement which remain outstanding are junior and subordinate to the lien on System Pledged Revenues under the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" and "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein for a further discussion of the flow of funds and priority of payments under the Bond Resolution.

See Note [5] of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2019 AND JUNE 30, 2018" attached hereto as APPENDIX G for further information regarding the subordinated obligations and other indebtedness of CFX.

JUNIOR TIFIA LOAN AGREEMENT

General

In July 2015, CFX issued the Refunded Series 2015 Notes to, among other things, provide short-term financing for the portion of the Wekiva Parkway project for which CFX is responsible (the "2015 Project"). Pursuant to the Junior TIFIA Loan Agreement, the TIFIA Lender has agreed to extend the Junior TIFIA Loan to CFX in an amount not to exceed approximately $193.7 million. The proceeds of the Junior TIFIA Loan were applied to the payment, reimbursement or refinancing of certain costs of the 2015 Project that were eligible to be financed with proceeds of the Junior TIFIA Loan pursuant to federal law, including repayment of the Refunded Series 2015 Notes. The Junior TIFIA Loan is secured by a pledge of and lien on System Pledged Revenues which is junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues under the Bond Resolution in favor of the Outstanding Parity Bonds and any Parity Bonds issued in the future thereunder. The Junior TIFIA Loan Agreement and all

other TIFIA loan documents are currently in full force and effect and CFX is in full compliance with the terms thereof. The proceeds of the Junior TIFIA Loan were drawn and received by CFX on September 17, 2018, and such proceeds were applied to pay the Refunded Series 2015 Notes in full on October 19, 2018.

The following is a brief summary of certain terms of the Junior TIFIA Loan Agreement which may, under certain circumstances, affect the rights of the Holders of the Series 2019 Bonds.

Events of Default and Remedies

Events of Default.

The Junior TIFIA Loan Agreement specifies various events constituting events of default thereunder, including but not limited to:

(a) *Payment Default.* CFX fails to pay any of the principal amount of or interest on the Junior TIFIA Loan, when due.

(b) *Covenant Default.* CFX fails to observe or perform any covenant, agreement or obligation of CFX under the Junior TIFIA Loan Agreement, or any other TIFIA loan document, and such failure is not cured within 30 days after receipt by CFX from the TIFIA Lender of written notice thereof.

(c) *Acceleration of Bonds or Other Material Indebtedness.* Any acceleration shall occur of the maturity of any Bonds, or junior lien obligations under the Master Junior Lien Bond Resolution or of any other indebtedness of CFX, in an aggregate principal amount equal to or greater than $1 million.

(d) *Cross Default.*

(i) Any of the representations, warranties or certifications of CFX made in or delivered pursuant to the documents under which certain indebtedness shall be created, shall prove to be false or misleading in any material respect, or any default shall occur in respect of the performance of any covenant, agreement or obligation of CFX under such documents, if the effect of such default shall permit the immediate acceleration of the maturity of any or all of such indebtedness.

(ii) CFX shall fail to pay principal of, or interest on any bond, note, certificate, warrant, lease, contract or other financial obligation or security of CFX that is not secured, in whole or in part, by a lien on the System Pledged Revenues, as and when such amounts become due and payable.

(e) *Judgments.* One or more judgments for the payment of money in an aggregate amount in excess of $5,000,000 and not otherwise covered by insurance shall be rendered against CFX and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of CFX to enforce any such judgment.

Remedies.

Whenever any event of default under the Junior TIFIA Loan Agreement has occurred and is continuing, in addition to the other remedies otherwise described therein, the TIFIA Lender:

(a) shall be entitled and empowered to institute any actions or proceedings at law or in equity to enforce the collection of any sums due and unpaid under the Junior TIFIA Loan Agreement or any other TIFIA loan documents;

(b) may prosecute any such judgment or final decree against CFX and collect in the manner provided by law out of the property of CFX the moneys adjudged or decreed to be payable, but only in accordance with and to the extent permitted under the Master Junior Lien Bond Resolution;

(c) may take such actions at law or in equity as may appear necessary or desirable to collect all amounts payable by CFX under the Junior TIFIA Loan Agreement or the other TIFIA loan documents then due and thereafter to become due; and

(d) to the extent the Florida Uniform Commercial Code is applicable to any collateral then pledged to the TIFIA Lender pursuant to the Master Junior Lien Bond Resolution including, but not limited to, the System Pledged Revenues, shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to such collateral.

Issuance of Additional Indebtedness

In addition to certain limitations imposed by the Bond Resolution and discussed hereinafter, CFX has covenanted in the Junior TIFIA Loan Agreement that, except for certain types of permitted debt as described therein, including Parity Bonds ("Permitted Debt"), CFX must receive prior written consent of the TIFIA Lender to issue or incur indebtedness of any kind; provided, that CFX shall not incur any indebtedness of any kind payable from or supported by the System Pledged Revenues, including Permitted Debt, without the prior written consent of the TIFIA Lender following the occurrence of and during the continuation of an event of default under the Junior TIFIA Loan

Agreement. The Junior TIFIA Loan Agreement requires that prior to the issuance by CFX of any Permitted Debt, including Parity Bonds and Junior Lien Bonds, it must comply with certain conditions precedent listed therein, including, but not limited to, securing the TIFIA Lender's consent to the issuance of such Debt or certifying compliance with certain requirements and financial ratios listed therein. The applicability of specific conditions precedent is based on the type of Permitted Debt proposed to be issued, and in certain circumstances may affect CFX's ability to issue debt under the Bond Resolution, the Master Junior Lien Bond Resolution, or otherwise. The definition of Permitted Debt under the Junior TIFIA Loan Agreement allows for the issuance of Additional Bonds, including the Series 2019 Bonds, by CFX pursuant to certain conditions specified therein.

See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" herein for a description of the aforementioned additional limitations on additional indebtedness under the Bond Resolution.

Swap Covenants Under Junior TIFIA Loan Agreement

CFX has covenanted in the Junior TIFIA Loan Agreement to comply with certain requirements pertaining to interest rate exchange agreements, including, but not limited to the following:

(a) With respect to variable rate Parity Bonds issued after March 25, 2015 and at all times when the Junior TIFIA Loan is outstanding, CFX shall have in full force and effect floating-to-fixed interest rate protection agreements (defined individually therein as a "Qualified Hedge") with an aggregate notional amount of not less than 98% and not more than 102% of the aggregate principal amount of such Bonds projected by CFX from time to time to be outstanding during the term of the Junior TIFIA Loan, and such Qualified Hedges shall have a stated maturity date not earlier than the final maturity date of such related Bonds.

(b) Each Qualified Hedge shall provide for a fixed interest rate or interest rate cap resulting in fixed payment amounts payable by CFX. CFX's payment and termination obligations under such Qualified Hedges shall be from the sources and in the priority specified in the Bond Resolution. CFX shall ensure that, as of the day following the termination date of any Qualified Hedge, either (i) a subsequent Qualified Hedge is in full force and effect to the extent any such Bonds, bear interest at a variable interest rate, or (ii) such variable rate Bonds have been converted to a fixed rate, in each case in accordance with the Junior TIFIA Loan Agreement.

(c) Other than as provided in the Junior TIFIA Loan Agreement, CFX shall neither terminate, transfer nor consent to any transfer of any existing Qualified Hedge without the TIFIA Lender's prior written consent as long as CFX is required to maintain a Qualified Hedge pursuant to the Junior TIFIA Loan Agreement; and

(d) Notwithstanding the foregoing, CFX's affirmative covenants under the Junior TIFIA Loan Agreement related to Qualified Hedges shall not apply to (i) any Qualified Swap Agreements with respect to Outstanding Parity Bonds that were entered into prior to March 25, 2015 and that are described in the Junior TIFIA Loan Agreement (each an "Existing Hedge"), and (ii) the replacement of any Existing Hedge resulting from a novation (not a termination) of such Existing Hedge, provided that, with respect to subclause (b), (1) the terms and conditions of any replacement Qualified Swap Agreement shall be substantially the same as the terms and conditions of the Qualified Swap Agreement related to the Existing Hedge and (ii) the counterparty to such replacement Qualified Hedge is a qualified provider under the terms of the Junior TIFIA Loan Agreement.

Junior TIFIA Loan Agreement

The Junior TIFIA Loan Agreement was attached in its entirety as an appendix to the Official Statement related to the Refunded Series 2015 Notes and may be accessed through the Municipal Securities Rulemaking Board's EMMA website at the following address: http://emma.msrb.org/EA731073-EA573166-EA969026.pdf.

VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS

Variable Rate Exposure

As of the date of this Official Statement, CFX has variable rate demand debt in the aggregate outstanding par amount of approximately $494,725,000. Of this amount, the Series 2008B-1 Bonds are outstanding in the amount of $129,875,000 and are privately placed with Bank of America, N.A., the Series 2008B-2 Bonds are outstanding in the amount of $117,395,000 and are privately placed with RBC Capital Markets, LLC, the Series 2008B-3 Bonds are outstanding in the amount of $148,490,000 and are privately placed with Bank of America, N.A., and the Series 2008B-4 Bonds are outstanding in the amount of $98,965,000 and are privately placed with Wells Fargo Bank, National Association. The Series 2008B Bonds are each in the "Bank Rate Mode" pursuant to which they bear interest at a variable rate at a defined spread over the SIFMA Index but are not by supported by a credit facility and/or a liquidity facility. CFX continues to closely manage its rollover and re-pricing risks and seek opportunities to reduce such risks in accordance with its current Interest Rate Risk Management Policy and market conditions. However, any inability of CFX to obtain replacement credit facilities and/or liquidity facilities with respect to any of its variable rate demand debt supported by credit facilities and/or liquidity facilities could require CFX to refinance such Bonds at substantially higher interest rates than the current interest rates on such Bonds and/or could force CFX to accept a shorter term out or the acceleration of the maturity of such Bonds as a condition to obtaining a substitute facility. Any such acceleration would be

subject to the consent of the TIFIA Lender under the Junior TIFIA Loan Agreement. Additionally, the Junior TIFIA Loan Agreement imposes certain conditions to the issuance by CFX of Permitted Debt, including variable rate demand debt. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein. For more information relating to CFX's variable rate portfolio, see Note [5] of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2019 AND JUNE 30, 2018" attached hereto as APPENDIX G. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Interest Rate Exchange Agreements" herein for a discussion of CFX's interest rate exchange agreements.

Interest Rate Exchange Agreements

General. CFX has entered into the transactions described below, and may enter into additional interest rate exchange agreements, forward purchase agreements, or other synthetic financial instruments in the future for the purpose of managing the interest cost of its debt and its capacity to fund additional projects. Interest rate exchange agreements and other synthetic financial instruments involve risks that could result in an economic loss to CFX. CFX's payment obligations under the transactions described below constitute Qualified Swap Payments under the Bond Resolution and are therefore payable from System Pledged Revenues on a parity with CFX's payment obligations with respect to the Series 2019 Bonds, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution, provided however, that any termination payments payable by CFX under the transactions described below are payable from System Pledged Revenues on a subordinate basis to CFX's payment obligations with respect to the Series 2019 Bonds, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution, unless CFX elects to finance any such termination payment payable by CFX with the proceeds of Parity Bonds. CFX has adopted an Interest Rate Risk Management Policy for the purpose of managing its risk with respect to these transactions and has complied with all relevant provisions of such policy as in effect from time to time.

Governmental accounting standards require derivative instruments, such as the interest rate exchange agreements described below, to be reported on the face of the entity's financial statement. Since the interest rate exchange agreements described below meet the definition of "qualified hedge," the fair market value of such interest rate exchange agreements is recorded in CFX's audited financial statements as an asset and liability. See "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2019 AND JUNE 30, 2018" attached hereto as APPENDIX G.

Outstanding Qualified Swap Agreements. In July 2004, CFX entered into five floating-to-fixed interest rate exchange agreements in connection with the issuance of CFX's Variable Rate Revenue Bonds, Series 2005 (the "Series 2005 Bonds") having a combined notional amount of $499,105,000 (the "2004 Swaps"). Such interest rate

exchange agreements were amended and restated on February 8, 2005. Pursuant to the terms of the 2004 Swaps and a novation agreement transferring the obligation from Bear Stearns Financial Products Inc., CFX has agreed to pay a fixed rate of 4.7753% to each of UBS AG, Citibank, N.A., Morgan Stanley Capital Services Inc., Royal Bank of Canada and JPMorgan Chase Bank, N.A. (collectively, the "2004 Counterparty") and the 2004 Counterparty will make payments at a variable rate based on the SIFMA Index to CFX. The contractual amounts due for payment by or on behalf of CFX under the 2004 Swaps are guaranteed under a separate insurance policy issued by Ambac Assurance Corporation ("Ambac") in favor of each 2004 Counterparty. Effective March 24, 2010, Ambac established an optional segregated account pursuant to Wisconsin Statute §611.24 (the "Segregated Account") for the purpose of segregating certain segments of its liabilities and consented to the rehabilitation of the Segregated Account. Based upon petition of the Commissioner of Insurance for the State of Wisconsin (the "CIW"), an Order of Rehabilitation was entered by the Circuit Court in Dane County, Wisconsin, the Segregated Account was placed in rehabilitation and a "Rehabilitator" was appointed to take possession of the assets in the Segregated Account and proceed in accordance with the Plan of Operation proposed by the CIW. All five of the insurance policies issued in connection with the 2004 Swaps have been included in the Segregated Account.

The Series 2005 Bonds were refunded with the proceeds of the Series 2008B Bonds. Pursuant to the Amended Ninth Supplemental Bond Resolution authorizing the issuance of the Series 2008B Bonds, the 2004 Swaps were designated as Qualified Swap Agreements with respect to the Series 2008B Bonds and are currently in place with respect to the Series 2008B Bonds.

Termination Risk

CFX previously acquired swap insurance policies for the swaps associated with the 2004 Swaps. Under certain conditions set forth in the swap agreements, neither CFX nor the respective 2004 Counterparty may designate an early termination date without the consent of the respective insurer of the related swap unless an "Insurer Event" has occurred whereby such insurer (i) fails to meet its payment obligations under the swap, (ii) fails to maintain a minimum claims paying ability rating or financial strength rating from either S&P Global, Inc. ("S&P") or Moody's Investors Service, Inc. ("Moody's") described in the respective swap agreements or (iii) has its rating from either S&P or Moody's withdrawn or suspended and such rating is not reinstated within 30 days of such withdrawal or suspension.

Additionally, for the 2004 Swaps a separate Credit Support Annex was negotiated with each of the respective counterparties. During Fiscal Year 2009, Ambac, the insurer on the 2004 Swaps, was downgraded below the A-/A3 level. As such, an "Insurer Event" under the 2004 Swaps did take place. Three of the five 2004 Swaps required that CFX demonstrate that it had maintained its own rating above the A-/A3 levels, to prevent a termination, which CFX has and continues to maintain. One of the 2004 Swaps did not

provide for an "Insurer Event" grounds for early termination unless some additional event of default had taken place, such as failure to meet the payment obligations, none of which have taken place and no posting of collateral is required at this time because the amount of the termination value is below the threshold amount. One of the 2004 Swaps required that CFX either replace the insurance policy with another credit support facility or post collateral in the amount of the termination value in excess of $15 million, based on CFX's credit rating. CFX received the notice of an "Insurer Event" from the related 2004 Counterparty on June 25, 2009 and posted collateral in July 2009 (Fiscal Year 2010). The collateral funds were drawn from an internal discretionary reserve which CFX has established to, among other things, manage the termination risks associated with its swap portfolio. As of the date of this Official Statement, CFX has allocated $160 million to such internal discretionary reserve. All investment income on the securities posted as collateral and the securities themselves, are income to and assets of CFX, respectively. The original collateral has been returned to CFX and no other notice to post collateral has been received by CFX.

For more information regarding the termination value of CFX's swap portfolio as of June 30, 2019 and a full discussion of the objectives of CFX's swap portfolio, the fair value thereof as well as certain other risks associated with CFX's swap portfolio, see Note [5] of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2019 AND JUNE 30, 2018" attached hereto as APPENDIX G.

CFX

Introduction

The Central Florida Expressway Authority is an agency of the State of Florida created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX (the "2014 CFX Bill"), which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. On July 1, 2017, by order of House Bill 299, the geographical boundary of Brevard County was added to the area served by CFX (collectively, with the 2014 CFX Bill, the "CFX Bill"). CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola, Orange and Brevard Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the Expressway System. The Governing Board of CFX is made up of ten members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Brevard, Lake, Osceola and Seminole Counties; (b) one member appointed by the Mayor of Orange County; (c) three citizens appointed by the Governor; (d) the Mayor of Orange County; and (e) the Mayor of the City of Orlando. The Florida Turnpike Enterprise ("FTE") Executive Director serves as a non-voting advisor.

CFX is responsible for the planning, design, construction and operation of the "System." The Master Bond Resolution defines the "Expressway System" or "System" as the entire Orlando-Orange County Expressway (now Central Florida Expressway) System in existence on the date of adoption of the Master Bond Resolution, including but not limited to, all approaches, roads, bridges, avenues of access for such System and those extensions, additions or improvements to the System as contemplated by the Master Bond Resolution or the Act, including System Projects. See "DESCRIPTION OF THE SYSTEM" herein. The Master Bond Resolution also provides that in no event shall Non-System Projects be part of the System unless such Non-System Projects shall meet the requirements of the Master Bond Resolution for conversion to a System Project. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A. Since its establishment, CFX has constructed 118 centerline miles of limited access expressways, which currently includes portions of the Martin Andersen Beachline Expressway (formerly Bee Line Expressway) (SR 528), the Spessard L. Holland East-West Expressway/Arnold Palmer Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Daniel Webster Western Beltway/Wekiva Parkway (SR 429), the John Land Apopka Expressway (SR 414), the Western Beltway Connector (SR 451) and SR 453. Subsequent to the issuance of the Series 2019 Bonds and the acquisition by CFX of the Poinciana Parkway as described herein, the System will also include the Poinciana Parkway (SR 538). CFX is authorized to issue revenue bonds to finance extensions and improvements to the System under the provisions of the Act.

The Florida Transportation Commission is required to monitor the efficiency, productivity and management of the various transportation authorities in the State including CFX and has developed and delivered performance measures which are used to review each such transportation authority once a year.

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CFX Governing Board

The current members of CFX's Governing Board, officers and terms of office are as follows:

Name	Position	CFX Governing Board Term Expires
Jay Madara	Chairman	December 31, 2021
Brenda Carey	Vice-Chairman	At the discretion of the Chair of the Seminole County Board of County Commissioners
Buddy Dyer	Treasurer	At conclusion of tenure as Mayor of Orlando, Florida
Leslie Campione	Board Member	At the discretion of the Chair of the Lake County Board of County Commissioners
Jerry Demings	Board Member	At conclusion of tenure as Mayor of Orange County, Florida
Fred Hawkins, Jr.	Board Member	At the discretion of the Chair of the Osceola County Board of County Commissioners
Andria Herr	Board Member	December 21, 2018*
S. Michael Scheeringa	Board Member	December 31, 2018*
Curt Smith	Board Member	At the discretion of the Chair of the Brevard County Board of County Commissioners
Betsy VanderLey	Board Member	At the discretion of the Mayor of Orange County, Florida

*A member whose term has expired continues to serve until a successor is appointed by the Governor.

CFX's Governing Board operates through various standing and ad hoc committees. The Committees are composed of at least six voting members and up to nine, with six members being staff members or citizen representatives from all the jurisdictions of CFX and the rest being a citizen representative appointed by the CFX Governing Board after receiving nominations submitted by the gubernatorial Board appointees. The members of the Finance Committee should have financial management expertise in governmental accounting and experience in public finance. The Finance Committee reviews all matters related to CFX's finances and makes recommendations to CFX's Governing Board with respect to such matters. The members of the Audit Committee should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports. The Audit Committee oversees all internal and external audit functions. The members of the Right-of-Way Committee have experience in Florida eminent domain matters and possess sufficient experience in property acquisition and disposition. The Right-of-Way Committee is responsible for providing oversight and

control of the property acquisition and disposition process. The members of the Operations Committee should have operations and management experience. The Operations Committee is responsible for reviewing operational information such as toll collection and violation processing functions, and to establish agency performance indicators to monitor agency operations.

CFX Management

The System is managed by an Executive Director who is appointed by CFX's Governing Board and oversees a staff of approximately 77 full-time employees.

Biographical data concerning certain key officials of CFX is set forth below.

Laura Kelley, Executive Director.

Laura L. Kelley, Executive Director since May 14, 2015, has been with the agency since 2006. Ms. Kelley holds a Bachelor of Science Degree in Accounting from Florida State University. Prior to joining CFX, she served as the Executive Director for the Florida Transportation Commission in Tallahassee, Florida. Among her accomplishments, Ms. Kelley developed the Florida Transportation Commission Investment Plan for Continued Economic Growth. She has more than 30 years of experience in transportation policy analysis and management.

Lisa Lumbard, Chief Financial Officer.

Lisa Lumbard, Chief Financial Officer, has been with CFX since 1998. She oversees all CFX's financial areas, including finance, accounting, budget, procurement and supplier diversity. Ms. Lumbard holds Bachelor of Science Degrees in Finance and International Business from Florida State University. Ms. Lumbard is active in the Florida Government Finance and Officers' Association and the Government Finance Officers Association. Ms. Lumbard is also on the Finance Standing Committee and Investment Subcommittee for the International Bridge, Tunnel and Turnpike Association.

[Diego "Woody" Rodriguez], Esq., General Counsel.

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Glenn Pressimone, P.E., Chief of Infrastructure.

Glenn M. Pressimone, P.E., Chief of Infrastructure, has been with CFX since May 2008. He oversees all phases of design, construction, maintenance and expressway operations. Mr. Pressimone holds a Bachelor of Science degree in Civil Engineering from the State University of New York at Buffalo. Mr. Pressimone is a licensed Professional Engineer in Florida and currently serves as President for the Central Florida section of the American Society of Highway Engineers.

James Greer, Chief of Technology/Operations.

James Greer, Chief Technology and Operations Officer, has been with CFX since 2017. Mr. Greer previously served in the private sector for over 20 years where he held advancing roles at a global business services technology organization. He oversees the Information Technology and Operations Departments that support CFX's tolling, operations, customer service, and fulfillment systems. Mr. Greer received a Bachelor of Science degree from Cornell University.

Michelle Maikisch, Chief of Staff/Public Affairs Officer.

Michelle Maikisch, Chief of Staff/Public Affairs Office, has more than 15 years in the transportation industry and has been with the agency since 2008. As Chief of Staff/Public Affairs Officer, Ms. Maikisch oversees Human Resources, Records Management and Communications, including legislative affairs. She received her Bachelor of Science Degree in Communication from Florida State University. She is a member of Women in Transportation Services.

Pension Funding

Most permanent employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, public retirement system administered by the Florida Department of Administration, Division of Retirement. Beginning in 2002, the FRS became one system with two primary plans; a defined benefit pension plan (the "FRS Pension Plan") and a defined contribution plan alternative to the defined benefit plan known as the Public Employee Optional Retirement Program (the "FRS Investment Plan") to provide retirement, disability, and death benefits for active members, retirees, surviving beneficiaries, and deferred retirement option program participants. Benefits under the FRS are established by Chapter 121, Florida Statutes, and Chapter 605, Florida Administrative Code. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the State of Florida. Benefits are computed on the basis of age, average final compensation, and service credit. Employees are classified in either the regular service class or the senior management service class for members who fill senior-level management positions. In addition, the FRS administers a deferred retirement option program ("DROP") which allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

The State of Florida issues a publicly available financial report that includes financial statements, required supplementary information for the FRS and other

information including historical data regarding funding progress and actuarial values and liabilities. The most recent available report for the plan year ended June 30, 2018 may be obtained by writing the Florida Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000 or by accessing their website at http://www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports.

The 2018 FRS Annual Report available as mentioned in the preceding paragraph stated that as of June 30, 2018, the market value of assets for the FRS Pension Plan was approximately $160.4 billion. This reflects a 8.98% annualized investment return. The fiduciary net position as of June 30, 2018, was $161.2 billion, 5.0% increase over the previous year. As of July 1, 2017, the date of the last actuarial valuation, the FRS Pension Plan was 83.9% funded on a valuation funding basis and 84.3% funded on a Governmental Accounting Standards Board Statement No. 67 reporting basis.

CFX has no responsibility to the FRS other than to make the periodic payments required by Florida Statutes. Participating employers must comply with the statutory contribution requirements. Section 121.031(3), Florida Statutes, requires an annual actuarial valuation of the FRS Pension Plan, which is provided to the Florida Legislature as guidance for funding decisions. Employer contribution rates under the uniform rate structure (a blending of both the FRS Pension Plan and FRS Investment Plan rates) are recommended by the actuary but set by the Florida Legislature. The Fiscal Year 2019 contribution rate for the FRS Pension Plan applied to regular employee salaries was _____%, including [1.66]% for a post-retirement health insurance subsidy ("HIS"). The Fiscal Year 2018 contribution rate was 7.92%, which included 1.66% for HIS. The Fiscal Year 2019 contribution rate applied to senior management salaries was _____%, including [1.66]% for HIS. The Fiscal Year 2018 contribution rate was 22.71%, which included 1.66% for HIS. The Fiscal Year 2019 contribution rate applied to the salaries of employees in DROP was _____%, including [1.66] for HIS. The Fiscal Year 2018 contribution rate was 13.26%, which included 1.66% for HIS.

For the Fiscal Years ended June 30, 2019 and 2018 CFX's actual contributions to the FRS totaled $_____ and $790,000, respectively, [which were equal to the required actuarially determined contributions for such Fiscal Years. Therefore CFX does not have a pension asset or liability as determined in accordance with GASB Statement No. 27].

Prior to the spring 2011 legislative session, the FRS was noncontributory for members. However, as of July 1, 2011, Chapter 2011-68 of the Laws of Florida requires members of the FRS not enrolled in DROP to contribute 3% of their salary to the FRS in order to reduce employers' required contributions. Employee contributions were $_____ and $195,000 for the Fiscal Years ended June 30, 2019 and 2018, respectively.

In June 2012, the Government Accounting Standards Board ("GASB") issued Statement No. 68 "Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27" ("GASB No. 68"). The scope of GASB No. 68 addresses accounting and financial reporting for pensions that are provided to employees of state and local governmental employers that meet certain characteristics. GASB No. 68 establishes standards for measuring and recognizing liabilities, deferred outflows/inflows of resources and expense/expenditures. For defined benefit pensions such as the FRS Pension Plan, GASB No. 68 identifies methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute that present value to periods of employee service.

The component of the collective net pension liability of CFX for Fiscal Year 2019 and Fiscal Year 2018 are shown in the following table:

Fiscal Year	FRS	HIS	Total
2019	$_____	$_____	$_____
2018	5,957,987	2,020,574	7,978,561

The net pension liability as of June 30, 2019 and June 30, 2018 was measured as of June 30, 2018 and June 30, 2017, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. [The increase in FRS and HIS contributions between Fiscal Years 2018 and 2019 was primarily attributable to an increase in salaries for all CFX employees as well as the addition of a new managerial position.]

[At June 30, 2018, CFX's proportion of the FRS was _____%, which was an increase of _____% from its proportion measured as of June 30, 2017. At June 30, 2018, CFX's proportion of the HIS was _____%, which was an increase of 0.0016% from its proportion measured as of June 30, 2017.]

For the Fiscal Year ended June 30, 2019, CFX recognized pension expense of $_____ an $_____ for FRS and HIS, respectively. For the Fiscal Year ended June 30, 2018, CFX recognized pension expense of $1,278,000 and $200,000 for FRS and HIS, respectively.

See Note [8] of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2019 AND JUNE 30, 2018" attached hereto as APPENDIX G for further information regarding the FRS and the retirement plans available to the employees of CFX.

Legislative Matters

General. CFX is an independent special district established by the Florida Legislature. CFX may, from time to time in the future, be subject to changes in laws or

regulations, many of which are beyond the control of CFX, that could have an effect on the existence, revenues, management, operations and finances of CFX. Notwithstanding any of the foregoing, pursuant to the current provisions of the Act, the State has covenanted not to limit or alter the rights vested in CFX and the Department under the Act until all Outstanding Bonds, including the Series 2019 Bonds, are fully paid and discharged.

HB 385. On July 3, 2019, Florida Governor Ron Desantis signed HB 385 which dissolved the Miami-Dade Expressway Authority and created the Greater Miami Expressway agency in its place. HB 385 transfers the assets of the Miami-Dade Expressway Authority, including all toll facilities, to the Greater Miami Expressway Authority and prohibits the new agency from increasing toll rates until 2029. The provisions of HB 385 were expressly limited to the Miami-Dade Expressway Authority and its facilities and do not mention or affect CFX or the System in any manner. The Miami-Dade Expressway Authority has since filed suit challanging HB 385. While the eventual outcome of such litigation remains uncertain as of the date hereof, it is not expected to have any impact on CFX or the System.

Osceola County Expressway System Transfer

Pursuant to the CFX Bill, all powers, governance, and control of the Osceola County Expressway System (the "OCX System") and the assets, liabilities, facilities, property, and any other legal rights of the Osceola County Expressway Authority ("OCX"), shall be transferred to CFX effective December 31, 2018. Upon such transfer, the OCX System facilities shall each be considered Non-System Projects of CFX. However, the effective date of such transfer shall be extended until the date on which the current and forecasted total debt service coverage ratio with respect to all bonds, notes, loans, and other debt obligations issued to finance such facilities to be transferred is certified by the financial advisor for CFX to be equal to or greater than 1.5x for each and every year during which such obligations are then scheduled to be outstanding, including scheduled reimbursement obligations to other governmental entities. The CFX Bill provides that after the transfer of the OCX System to CFX, CFX shall include the uncompleted elements of the OCX May 8, 2012 Master Plan (the "OCX Master Plan"), and the additional extension of the Osceola Parkway as described therein (the "Osceola Parkway Extension") in the equivalent CFX master or long-range plan, each as Non-System Projects.

Upon the transfer of the OCX System to CFX, CFX shall comply with any and all obligations of the OCX to reimburse other governmental entities for costs incurred on behalf of the OCX System from revenues of the OCX System available after payment of all amounts required for operation and maintenance of the OCX System and all amounts required to be paid under the terms of any resolution authorizing the issuance of bonds to fund the acquisition, design, or construction of any portion of the OCX System. This reimbursement obligation specifically includes, but is not limited to, any obligation of the

OCX to reimburse Osceola County and Polk County for costs incurred, or debt issued, to fund the acquisition, development, construction, operation, and maintenance of the OCX System.

The transfer of any reimbursement obligation of the OCX does not make any reimbursement obligation a general obligation of CFX, and does not constitute an independent pledge or lien on revenues of the CFX for the benefit of any person or entity. To the extent that revenues generated by the OCX System are insufficient to pay a reimbursement obligation, CFX may, but is not required to, make any payment from other revenues of CFX available for such purpose after payment of all amounts required:

(a) otherwise by law or contract;

(b) by the terms of any resolution authorizing the issuance of bonds by CFX or the former Orlando-Orange County Expressway Authority; and

(c) under the Wekiva MOU.

Pursuant to the CFX Bill, CFX shall have no obligation to financially support any elements of the OCX Master Plan, or the additional extension of the Osceola Parkway Extension, from System Pledged Revenues. To the extent the Governing Board, in its sole discretion, votes to financially support any elements of the OCX Master Plan, or the Osceola Parkway Extension, it must treat any such element as a Non-System Project and shall only finance such element from System Pledged Revenues to the extent permitted by and in accordance with the terms of the Bond Resolution. For the purpose of advancing the design, acquisition, and construction of the elements of the OCX Master Plan, and the Osceola Parkway Extension, CFX is specifically authorized to enter into new or amended lease-purchase agreements with Osceola County for the leasing, construction, operation, and maintenance of any facility described in the OCX Master Plan, and the Osceola Parkway Extension.

In order to provide for the orderly transition of responsibility for the design, acquisition and construction of the elements of the OCX Master Plan in accordance with the CFX Bill, on September 8, 2016, CFX, Osceola County and OCX entered into an Interlocal Agreement (the "OCX Interlocal Agreement") to address CFX's role in the future development of OCX System facilities. As previously described herein, the Poinciana Parkway will be classified as a System Project upon its acquisition by CFX from Osceola County in accordance with the Poinciana LPA. See "PLAN OF FINANCE - Poinciana Parkway Acquisition" herein.

System Pledged Revenues are not currently pledged to the repayment of the revenue bonds issued by Osceola County or otherwise pledged to support the Poinciana Parkway. After the acquisition of the Poinciana Parkway by CFX and its designation as a System Project, System Pledged Revenues will be pledged to support the Poinciana

Parkway in accordance with the Bond Resolution. [Under the OCX Interlocal Agreement, CFX has undertaken a preliminary concept and feasibility study of the OCX System facilities to determine the feasibility of, and relative order of priorities for the future development, design, acquisition and construction of the OCX System facilities. In future years during which the OCX Interlocal Agreement is in effect, to the extent that portions of the OCX System facilities become financially feasible for CFX to undertake (as determined by CFX in accordance with its current practices, policies and procedures) CFX has agreed to add such facilities to the next annual update of its then current five-year work plan and pursue the development and construction of such facilities, subject to compliance with its current policies and procedures for the design, acquisition, equipping and construction of additions to its System and the requirements of the Master Bond Resolution. Under the OCX Interlocal Agreement, Osceola County retains the right, during the initial, pre-financing and pre-construction phases of such OCX System facilities, to rescind and terminate the OCX Interlocal Agreement with respect to any such facilities, provided that, as a condition to such rescission and termination, Osceola County shall have fully reimbursed CFX for its costs and expenses incurred up to the date of rescission and termination.][TO BE REVIEWED/UPDATED]

DESCRIPTION OF THE SYSTEM

The following includes information describing the System provided by CFX in addition to summaries of certain information describing the System contained in the Consulting Engineer's Report attached hereto as APPENDIX C. The Consulting Engineer's Report should be read in its entirety to obtain a more complete description of the System and other proposed roadways. A map of the System is set forth at the beginning of this Official Statement for the reader's reference.

System Overview

Since the establishment of CFX in 1963, it has opened to traffic 118 centerline miles of limited access expressways consisting of 830 lane miles (including ramps), 69 interchanges, 339 bridges, 14 mainline toll plazas, three mainline gantries and 74 ramp toll facilities (including three ramp gantries) for a total of 324 tolled lanes. The System consists of seven expressways: the Beachline Expressway (SR 528), the East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Western Beltway/Wekiva Parkway (SR 429), the Apopka Expressway (SR 414), the Western Beltway Connector (SR 451) and SR 453. Traffic on the System has more than tripled since 1994. Between calendar years 2017 and 2018, the System has experienced an increase in traffic of approximately 8.3%.

CFX also operates the previously described Poinciana Parkway (SR 538) and the Goldenrod Road Extension as Non-System Projects. See "PLAN OF FINANCE - Poinciana Parkway Acquisition" herein. The Goldenrod Road Extension is a four-lane

two mile tolled controlled access roadway, meaning there are some cross streets with traffic signals. Revenues generated and expenses incurred by the Goldenrod Road Extension are tracked separately and are not included as a part of the System Pledged Revenues.

In 2004, the Florida Legislature amended the Act to authorize, as part of the System, the financing and construction of the Wekiva Parkway (SR 429 Northern Extension) and the Apopka Expressway (SR 414), including realignment of SR 429 north from the interchange with SR 414.

Beachline (formerly Bee Line) Expressway (SR 528)

The Martin Andersen Beachline Expressway was formerly known as the Bee Line Expressway, and was CFX's first project. The Beachline Expressway provides access to Universal Studios, Sea World, the Orange County Convention Center, Orlando Central Park and Orlando International Airport. The entire SR 528 extends from I-4 on the west to US 1 on the east, just west of the John F. Kennedy Space Center. CFX's portion of the Beachline Expressway extends from McCoy/Boggy Creek Road on the west to SR 520 on the east, a distance of 23 miles, and includes two mainline toll plazas and ten ramp toll facilities (including two ramp gantries). Other portions of the Beachline Expressway, to the east and to the west of CFX's section, were constructed and are owned and operated by the FTE. The Dallas Mainline Toll Plaza, located between the Dallas Boulevard Interchange and SR 520, opened to traffic in March 2012. In November 2014, CFX began construction on a project (the "Airport Mainline Toll Plaza Demolition Project") to remove the Airport Mainline Toll Plaza, construct new ramp toll plazas to/from the Beachline Expressway east at Tradeport Drive and to/from the Beachline Expressway east and west at Boggy Creek Road, and widen the existing portion of the Beachline Expressway from McCoy Road to SR 436. The new tolling scheme was implemented on January 31, 2016, and through an agreement with FTE, tolls are collected at the Beachline West Main Plaza and at the new ramp plazas constructed as part of such Project. The Airport Mainline Toll Plaza Demolition Project was completed in Fall 2016. The FTE-owned portions of the Beachline Expressway connect to CFX's portion and extend further west to I-4 and extend further east to Brevard County coastal areas, including the John F. Kennedy Space Center and I-95. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Beachline Expressway.

East-West Expressway (SR 408)

The Spessard L. Holland East-West Expressway was opened to traffic in 1973 and now extends from an interchange with Florida's Turnpike in the west to an interchange

with SR 50 east of SR 434 (Alafaya Trail) on the east. CFX is responsible for the 22 miles of the East-West Expressway between SR 50 west (at Clarke Road) and SR 50 east. There are five mainline toll plazas and 22 ramp toll facilities on this portion of the East-West Expressway. The Department is responsible for the remainder of the East-West Expressway. On July 1, 2017, the segment of the East-West Expressway extending from Clarke Road to Kirkman Road was re-designated as the Arnold Palmer Expressway. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the East-West Expressway.

Central Florida GreeneWay (SR 417)

CFX operates and maintains the portion of the Central Florida GreeneWay that begins at an intersection with International Drive near SR 535 and runs east and north to the Seminole County/Orange County line for a total of 32 miles. The Central Florida GreeneWay provides a high-speed connection between I-4 on the west and the Beachline Expressway on the east and also provides southerly access to Orlando International Airport, which provides relief to the existing north access from the airport to the Beachline Expressway and is considered essential for continued airport expansion. As it operates today, the Central Florida GreeneWay includes four mainline toll plazas and 26 ramp toll facilities.

In 1996, the Department extended the Central Florida GreeneWay as a toll road southwest from CFX terminus at International Drive to I-4 south of US 192 in Osceola County. The Central Florida GreeneWay was extended north from the Orange County/Seminole County line one-half mile to SR 426 (Aloma Avenue) in 1988 by the Seminole County Expressway Authority and an additional 12 miles to US 17-92 in 1994 by the Department.

In 2002, the segment of the Central Florida GreeneWay from US 17-92 to I-4 south of SR 46 in Seminole County was opened to traffic completing the eastern beltway around Orlando. These extensions of the Central Florida GreeneWay are a part of FTE's system, owned and managed by the Department and are not a part of the System. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Central Florida GreeneWay.

Western Beltway/Wekiva Parkway (SR 429)

Western Beltway. Located in western Orange County, CFX operates and maintains 23 miles of the Daniel Webster Western Beltway, a four-lane limited access expressway that begins at Seidel Road and runs north to its terminus at US 441 in Apopka. Three of the 23 miles are part of a dual route with the Apopka Expressway. The initial portion of the Western Beltway was opened to traffic in July 2000 and extended from Florida's Turnpike in Ocoee to US 441 in Apopka, for a total of approximately 11 centerline miles. In December 2002, the next segment of the Western Beltway was opened to traffic extending the Western Beltway approximately 3.5 miles from CR 535 north to Florida's Turnpike. The remaining segment of the Western Beltway, extending approximately 7.5 miles from CR 535 to Seidel Road, opened to traffic in December 2005. The last segment of the Western Beltway, the dual route SR 429/SR 414, opened to traffic in January 2013 and extends the Western Beltway from SR 429/SR 414 in Apopka to US 441 near Plymouth Sorrento Road. With the opening of the SR 429/SR 414 dual route, the two mile segment of SR 429 north of SR 414 to US 441 near Vick Road was re-designated as SR 451.

Previously, FTE extended SR 429 an additional 11 miles south of CFX terminus at Seidel Road. FTE's first segment of the Western Beltway was opened to traffic in December 2005 and extends from US 192 to Seidel Road. FTE's final segment of the Western Beltway was opened in December 2006 and extends from an interchange with I-4 in Osceola County to US 192. See the map of the System on the inside cover of this Official Statement.

Wekiva Parkway. The Northern extension of SR 429 from US 441 to I-4 is called the Wekiva Parkway. This extension of SR 429 is a planned approximately 24-mile toll road that will complete the beltway around Metropolitan Orlando. Authorized in 2004 by the Wekiva Parkway and Protection Act (Chapter 369, Part III, Florida Statutes), the Wekiva Parkway provides alternatives to US 441, SR 46 and many local roads in the greater Apopka, Mount Dora and Sanford areas in addition to providing a much needed connection through the environmentally sensitive Wekiva River protection areas.

As a dual agency project, CFX is responsible for the design and construction of approximately 11 miles and the Department is responsible for the design and construction of approximately 13 remaining miles. The CFX section of the Wekiva Parkway includes two mainline toll gantries in an open road, all electronic toll collection facility, with interchanges at US 441, Kelly Park Road, and SR 453. In July 2017, CFX opened the first four miles of its portion of the Wekiva Parkway from US 441 to Kelly Park Road including one mainline toll gantry. The final segment of the CFX portion connecting Kelly Park Road to the Department owned section at CR 435 opened to traffic in March 2018 and includes one mainline toll gantry. The Department's portion of the Wekiva Parkway is currently under construction and will be owned and operated by the Department upon its expected completion in 2022. See "DESCRIPTION OF THE

SYSTEM - Capital Improvement Program" herein for a discussion of the Wekiva Parkway and the respective obligations of CFX and the Department related thereto.

As it operates today, SR 429 includes two mainline toll plazas, two mainline gantries and 12 ramp toll facilities. See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Western Beltway/Wekiva Parkway.

Apopka Expressway (SR 414)

The John Land Apopka Expressway opened to traffic in May 2009. The Apopka Expressway is a nine mile limited access expressway which extends east from the Western Beltway to Maitland Boulevard at SR 500/US 441. The Apopka Expressway provides direct access to the Western Beltway, I-4, and employment centers such as the Maitland Center, while relieving congestion on US 441 and many local roads in the greater Apopka area. In addition, the Apopka Expressway serves primarily as a bypass route around the heavily congested Apopka urban area. The Apopka Expressway was constructed with six interchanges, one mainline toll plaza, and four ramp toll facilities. In June 2010, construction began for Phase II of this project. The new System interchange with the Western Beltway and the extension of the Apopka Expressway from the Western Beltway to Boy Scout Road was completed in September 2012. Phase II also includes the extension of Boy Scout Road to US 441 West, which opened to traffic in January 2013. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Apopka Expressway.

Western Beltway Connector (SR 451)

The Western Beltway Connector was previously the northern portion of the Western Beltway, which opened to traffic in July 2000. With the opening of the dual route SR 429/SR 414 in January 2013, this two mile segment north of the Apopka Expressway to US 441 near Vick Road was re-designated as SR 451. There are no mainline or ramp toll plazas associated with this portion of the System.

SR 453

SR 453 is a 2-mile limited access facility connecting the Wekiva Parkway (SR 429) north to SR 46 crossing the Orange/Lake County line. SR 453 includes one mainline toll gantry and two interchanges. Locally referred to as the "Mount Dora Connector," SR 453 was constructed as part of CFX's overall contribution to the Wekiva Parkway project and opened to traffic in March 2018.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for SR 453.

Poinciana Parkway (SR 538)

As previously described herein, the Poinciana Parkway will be designated as a System Project upon its acquisition by CFX from Osceola County in accordance with the Poinciana LPA. See "PLAN OF FINANCE - Poinciana Parkway Acquisition" herein for additional information regarding the Poinciana Parkway. Acquisition and [**"HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Operating Results of Poinciana Parkway" herein for information regarding historical revenues and expenses associated with the Poinciana Parkway.]**

Traffic Volumes

The following table provides the historic traffic volumes and roadway capacity for the mainline toll plazas of the System for calendar years 2009 through 2018 as well as the generalized Level of Service ("LOS") "E" traffic volume for the mainline in the vicinity of each plaza. LOS provides a measure of the congestion level of a particular roadway; each letter designation describes a range of operating conditions on a particular type of facility, where LOS "A," is the least congested and LOS "F" is the worst or forced flow conditions. The basis for this level of service analysis is generalized daily roadway level of service volumes for urban freeways derived from the FDOT 2013 Quality/Level of Service Handbook. The LOS "E" volume is the largest average weekday traffic volume that could be processed by the expressway before forced flow conditions are reached.

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Traffic Volumes at Mainline Toll Gantries/Plazas and Selected Expressway Segments - Existing System

	East-West Expressway (SR 408)				Central Florida GreeneWay (SR 417)			
Expressway Mainline Toll Gantries/Plazas	**Hiawassee Mainline Toll Plaza[8]**	**Pine Hills Mainline Toll Plaza**	**Conway Mainline Toll Plaza[5]**	**Dean Mainline Toll Plaza**	**John Young Mainline Toll Plaza**	**Boggy Creek Mainline Toll Plaza**	**Curry Ford Mainline Toll Plaza**	**University Mainline Toll Plaza**
LOS E Volume[1]	123,300	123,300	166,800	79,900	79,900	79,900	123,300	79,900
(Calendar Year)	**Annual Average Weekday Traffic (AAWDT)[2]**							
2018[3]	84,600	100,800	151,600	85,500	83,600	87,600	117,800	110,100
2017[4]	72,200	95,000	147,300	83,600	76,900	78,900	105,700	103,100
2016[5]	73,600	89,100	140,400	79,600	62,200	66,700	97,300	95,700
2015	69,500	85,300	133,000	74,200	51,500	54,600	86,100	86,700
2014	61,500	77,300	122,400	71,200	44,800	44,900	73,800	74,100
2013	57,800	72,100	115,600	67,400	41,900	40,300	66,900	71,700
2012[6]	56,400	71,200	117,600	67,200	41,300	38,400	65,000	72,800
2011	57,200	72,100	119,600	66,700	41,400	38,300	62,600	74,900
2010	56,700	71,200	117,900	68,200	39,700	36,600	63,200	72,900
2009[7]	59,900	69,800	112,800	65,900	38,200	35,900	63,300	70,500

(1) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

(2) 2008-2016 AAWDT volumes were developed by CFX's prior General Engineering Consultant, Atkins North America, Inc. (f/k/a PBS&J, Inc.).

(3) The first annual toll increase implemented by the "Customer First" toll policy went into effect July 1, 2018.

(4) All plazas had tolls suspended due to Hurricane Irma from September 5, 2017 through September 21, 2017.

(5) All plazas had tolls suspended due to Hurricane Matthew from October 5, 2016 through October 10, 2016.

(6) A systemwide toll increase was applied in July 2012.

(7) A systemwide toll increase was applied in April 2009.

(8) The six-lane widening of SR 408 from Good Homes Road to Hiawassee Road was completed in 2018.

Source: Consulting Engineer's Report dated _____, 2019 attached hereto as APPENDIX C.

Traffic Volumes at Mainline Toll Gantries/Plazas and Selected Expressway Segments - Existing System (continued)

Expressway Mainline Toll Gantries/Plazas	Apopka Expressway (SR 414) Coral Hills Mainline Toll Plaza	Western Beltway/Wekiva Parkway (SR 429) Independence Mainline Toll Plaza	Forest Lake Mainline Toll Plaza	Ponkan Mainline Gantry[8]	Mt. Plymouth Mainline Gantry[9]	SR 451[10] SR 429/414 to US 441	SR 453[11] Coronado Mainline Gantry[11]
LOS E Volume[1]	123,300	79,900	79,900	79,900	79,900	79,900	123,300
(Calendar Year)	**Annual Average Weekday Traffic (AAWDT)[2]**						
2018[3]	41,600	49,200	66,700	14,700	5,300	18,200	7,800
2017[4]	37,000	41,300	61,000	9,600	Not Open	17,300	Not Open
2016[5]	33,900	31,600	53,600	Not Open	Not Open	15,800	Not Open
2015	29,100	26,200	46,400	Not Open	Not Open	14,600	Not Open
2014	24,200	19,600	39,000	Not Open	Not Open	12,900	Not Open
2013	20,900	16,700	34,500	Not Open	Not Open	12,300	Not Open
2012[6]	16,400	16,000	31,700	Not Open	Not Open	26,100	Not Open
2011	13,900	14,200	29,600	Not Open	Not Open	26,700	Not Open
2010	13,100	13,700	29,500	Not Open	Not Open	26,500	Not Open
2009[7]	10,500	12,500	27,600	Not Open	Not Open	26,500	Not Open

(1) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

(2) 2008-2016 AAWDT volumes were developed by CFX's prior General Engineering Consultant, Atkins North America, Inc. (f/k/a PBS&J, Inc.).

(3) The first annual toll increase implemented by the "Customer First" toll policy went into effect July 1, 2018.

(4) All Plazas had tolls suspended due to Hurricane Irma from September 5, 2017 through September 21, 2017.

(5) All Plazas had tolls suspended due to Hurricane Matthew from October 5, 2016 through October 10, 2016.

(6) A systemwide toll increase was applied in July 2012.

(7) A systemwide toll increase was applied in April 2009.

(8) The Ponkan Gantry was opened for automatic vehicle identification traffic in July 2017.

(9) The Mt. Plymouth Gantry opened for automatic vehicle identification traffic in March 2018.

(10) No mainline plazas are associated with SR 451. Traffic data was obtained from traffic sensors for this segment. With the opening of SR 429/414 in January 2013, the existing north portion was re-designated as SR 451.

(11) SR 453 and the Coronado Gantry opened for automatic vehicle identification traffic in March 2018.

Source: Consulting Engineer's Report dated _____, 2019 attached hereto as APPENDIX C.

Traffic Volumes at Mainline Toll Gantries/Plazas and Selected Expressway Segments - Existing System (continued)

	Beachline Expressway (SR 528)			
Expressway Mainline Toll Gantries/Plazas	**Airport Mainline Toll Plaza[8]**	**SR 528 Mainline Boggy Creek Road to Tradeport Drive[9]**	**Beachline Mainline Toll Plaza**	**Dallas Mainline Toll Plaza[10]**
LOS E Volume[1]	N/A	123,300	79,900	79,900
(Calendar Year)	**Annual Average Weekday Traffic (AAWDT)[2]**			
2018[3]	Demolished	112,400	72,700	57,300
2017[4]	Demolished	109,200	65,600	51,200
2016[5]	Demolished	110,600	60,800	46,900
2015	Demolished	104,600	56,200	45,600
2014	83,800	98,600	53,600	40,900
2013	80,700	92,200	49,300	39,200
2012[6]	80,800	94,400	48,500	38,400
2011	78,700	90,800	46,900	Not Open
2010	77,800	88,800	46,300	Not Open
2009[7]	75,200	85,400	43,300	Not Open

(1) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

(2) 2008-2016 AAWDT volumes were developed by CFX's prior General Engineering Consultant, Atkins North America, Inc. (f/k/a PBS&J, Inc.).

(3) The first annual toll increase implemented by the "Customer First" toll policy went into effect July 1, 2018.

(4) All Plazas had tolls suspended due to Hurricane Irma from September 5, 2017 through September 21, 2017.

(5) All Plazas had tolls suspended due to Hurricane Matthew from October 5, 2016 through October 10, 2016.

(6) A systemwide toll increase was applied in July 2012.

(7) A systemwide toll increase was applied in April 2009.

(8) In 2015/2016 the Airport Mainline Plaza was taken out of service and demolished. This toll is now collected at the FTE's Beachline West Main Plaza.

(9) No mainline toll plazas associated with the mainline SR 528 segment from Boggy Creek to Tradeport Drive. Traffic data was obtained from traffic sensors for this segment.

(10) The Dallas Mainline Plaza, located east of the Dallas Boulevard Interchange, opened to traffic in March 2012.

Source: Consulting Engineer's Report dated _____, 2019 attached hereto as APPENDIX C.

Summary of Level of Service for System

The following table provides a general summary of the level of service, for selected expressway segments, at which the System is operating. The System generally operates at acceptable levels of service (LOS "D" or better) throughout the day and has adequate capacity to accommodate near-term traffic volume increases. However, some ramps and roadway segments experience congestion or significant delays, usually during the morning or evening peak hours. Improvements to the System to reduce congestion and delays on these segments are addressed in the current Five-Year Work Plan. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

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Summary of Level of Service for Selected Expressway Segments

Expressway/Location	Existing Conditions: Number of Lanes (mainline)	Existing Conditions: Level of Service "E" Volume[1]	Calendar Year 2018 Annual Average Weekday Traffic[2]	Generalized Level of Service (LOS): Volume to LOS E Volume Capacity Ratio	Generalized Level of Service (LOS): Density[3] pc/mi/ln	Generalized Level of Service (LOS): Level of Service (LOS)
Beachline Expressway (SR 528)						
Airport Mainline Toll Plaza		Taken out of service and demolished February 2016				
SR 528 Mainline Boggy Creek Road to Tradeport Drive[4]	6	123,300	112,400`	0.91	24.80	C
Beachline Mainline Toll Plaza	4	79,900	72,700	0.91	22.89	C
Dallas Mainline Toll Plaza	4	79,900	57,300	0.72	14.36	B
East-West Expressway (SR 408)						
Hiawassee Mainline Toll Plaza[5]	6	123,300	84,600	0.69	21.59	C
Pine Hills Mainline Toll Plaza	6	123,300	100,800	0.82	26.59	D
Conway Mainline Toll Plaza	8	166,800	151,600	0.91	32.57	D
Dean Mainline Toll Plaza[6]	4	79,900	85,500	1.07	27.27	D
Central Florida GreeneWay (SR 417)						
John Young Mainline Toll Plaza[7]	4	79,900	83,600	1.05	30.06	D
Boggy Creek Mainline Toll Plaza[7]	4	79,900	87,600	1.10	24.77	C
Curry Ford Mainline Toll Plaza	6	123,300	117,800	0.96	27.04	D
University Mainline Toll Plaza[6]	4	79,900	110,100	1.38	49.15	F
Western Beltway/Wekiva Parkway (SR 429)						
Independence Mainline Toll Plaza	4	79,900	49,200	0.62	15.21	B
Forest Lake Mainline Toll Plaza[7]	4	79,900	66,700	0.83	24.36	C
SR 429/414 to SR 429 Connector Road[3]	6	123,300	36,000	0.29	10.42	A
Ponkan Gantry	4	79,900	14,700	0.18	8.25	A
Mt. Plymouth Gantry[8]	4	79,900	5,300	0.07	2.87	A
Apopka Expressway (SR 414)						
Coral Hills Mainline Toll Plaza	6	123,300	41,600	0.34	15.65	B
SR 451[9]						
SR 429/414 to US 441	4	79,900	18,200	0.23	8.12	A
SR 453[8]						
Coronado Gantry[8]	6	123,300	7,800	0.06	0.00	A

(1) Capacities used were obtained from the generalized daily LOS E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

(2) 2018 AAWDT volumes were obtained from traffic sensors and plaza counts and applying the appropriate seasonal factors.

(3) Level of Service Criteria for the basic freeway segments per the new 2010 Highway Capacity manual is to be defined by Density (pc/mi/ln). Density LOS is described as follows: LOS A <= 11; 11 < LOS B <= 18; 18 < LOS C <= 26; 26 < LOS D <= 35; 35 < LOS E <= 45

(4) There are no mainline gantries or plazas associated with this segment. Traffic data was obtained from traffic sensors for this segment.

(5) The six-lane widening of SR 453 from Good Homes Road to Hiawassee Road was completed in 2018.

(6) Widening projects currently under construction.

(7) Widening projects currently programmed in the Fiscal Year 2020-2024 Work Plan.

(8) Mt. Plymouth Gantry, SR 453 and Coronado Gantry opened for automatic vehicle identification traffic in March 2018.

(9) With the opening of SR 429/414 in January 2013, the existing north portion of SR 429 was re-designated as SR 451.

Source: Consulting Engineer's Report dated _____, 2019 and attached hereto as APPENDIX C.

Toll Collection

CFX processes both cash and electronic transactions. CFX's electronic toll collection ("ETC") system has been a highly successful program. The ETC system improved the effectiveness of CFX's toll revenue operations by reducing operating costs and improving traffic operation. The fully computerized ETC system includes lane controller computers on each toll lane, plaza computers at each mainline toll plaza, a service center with computers and a system host computer. As of September 1, 2019, the number of vehicles equipped with E-PASS transponders was 837,573, representing 490,745 accounts. Over [88]% of all toll revenues and over [89]% of transactions are paid using ETC. The ETC System has offered the following benefits to CFX:

(a) Provides CFX with more effective management, accounting and auditing capability;

(b) Helps accommodate the projected traffic growth of the System through enhanced traffic management capability;

(c) Provides increased toll facility capacity by allowing faster transactions and non-stop movement of traffic which has allowed CFX to delay or reduce the need for toll facility expansion; and

(d) Enhances security through software which allows access only by authorized operations and management personnel.

The ETC system features automatic vehicle identification technology, referred to a "E-PASS," which allows motorists with prepaid accounts to electronically pay the required tolls without stopping at toll booths. The ETC system also includes a violation enforcement system which uses a camera to capture a picture of a toll violator's vehicle and license plate. Currently, the E-PASS transponders are interoperable with all other toll agencies within the State and the North Carolina Turnpike (Quick Pass) and Georgia State Road Tolling Authority (Peach Pass) systems. On September 1, 2018, CFX joined the E-ZPass group which currently provides interoperable ETC across 16 eastern states. On October 1, 2018, CFX began offering "E-PASS Extra" transponders powered by E-PASS and E-ZPass, which will allow CFX customers to use a single transponder on both the System and whilst traveling up and down the Eastern Seaboard on E-ZPass compatible facilities.

CFX has begun an initiative to replace the current ETC system which is more than 15 years old and is now at the end of its service life. Integrated video tolling/enhanced violation enforcement with robust optical character recognition and automated processes will be some of the new features included in the replacement system. The replacement system is also expected to include improved express lane features, overview and monitoring capabilities, and a major upgrade of the back office, customer service center

and IT environment in general. CFX implemented a Pay By Plate program concurrent with the opening of the first Wekiva Parkway segment in July 2017.

Due to the success of the E-PASS program, CFX has recently completed a plan to convert all traditional barrier style toll plazas into open road tolling plazas. At open road tolling plazas, E-PASS customers can travel through exclusive mainline E-PASS lanes and pay their toll while maintaining the posted speed without slowing or stopping. Non-ETC users must exit the mainline lanes to a separate cash toll plaza. With the recent demolition of the Airport Mainline Toll Plaza on SR 528, all 14 of CFX's mainline toll plazas are operating in an open road tolling configuration.

Currently, CFX has privatized its toll collections operations. In 1995, Florida Toll Services was selected as the toll facility operations and management services contractor and continued to serve CFX in that capacity through September 2015. In December 2015, the Governing Board entered into a new contract for toll facility operations and management services with URS Energy & Construction, Inc. The contract expires in December 2020 with five one-year extension options.

The privatization of toll collections has allowed CFX to increase its control over revenue collections and toll facility operations. Through the toll facility operations and management contractor, CFX now is better able to address customer relations during the toll collection process. Overall, privatization has increased the efficiency of the toll collections process and has resulted in cost savings in toll plaza operations.

As mentioned above, E-PASS transponders are interoperable with all other State toll agency ETC systems, including "SunPass," the statewide ETC system operated by FTE for use by customers utilizing FTE, Tampa-Hillsborough County Expressway Authority ("THEA") and Miami-Dade Expressway Authority ("MDX") toll roads. Additionally, SunPass transponders are interoperable for toll collection by CFX's ETC system. Tolls charged to customers using SunPass at System tolling plazas are processed by FTE and remitted to CFX (and vice-versa for E-PASS customers using FTE, THEA and MDX facilities) on a weekly basis. On June 5, 2018, FTE began implementing an upgrade to the SunPass system including the implementation of a new statewide Centralized Customer Service System ("CCSS") designed to provide all electronic tolling customer support functions for FTE, THEA and MDX under a single operation. CCSS operations include billing, invoicing and customer account management. As part of the upgrade process, the SunPass system was expected to experience downtime as the new third-party vendor implemented its system. However, the third-party vendor experienced problems with properly processing transactions following the activation of the updated system and ongoing delays in processing toll transactions. As a result, remittance of tolls owed to CFX from SunPass users, and to FTE from E-PASS users, was delayed. The CCSS interruption has since been resolved and the CCSS is currently operating on a normal weekly processing basis. As of the date hereof, the Department and CFX have reconciled all affected transactions to bring CFX current with all transactions and revenue

owed to CFX since the system interruption began. CFX does not believe that this issue had any material effect on its financial position nor did it result in any disruption in the funding or payment of debt service on any of its Bonds.

See "SYSTEM REVENUES - Discount Programs" herein for a discussion of the discount programs offered to certain users of the System.

Intelligent Transportation Systems

In 1999, CFX concluded a systemwide Intelligent Transportation Systems ("ITS") Master Plan study that identified opportunities to improve the management of incidents and the operation of the System. In January 2000, CFX commissioned the construction of its existing fiber optic network (the "FON") which is comprised of over 200 miles of fiber optic cable extending on both sides of CFX's right-of-way in a route-redundant configuration along all CFX-maintained expressway corridors. The FON serves CFX's immediate and long-term telecommunications needs for data, voice, video transmission, and any future ITS applications by providing linked telecommunication services for CFX between its headquarters office, mainline and ramp facilities. A direct fiber optic connection also exists between CFX Headquarters and the FDOT District 5 Regional Traffic Management Center to allow for sharing of video and data for traffic management purposes. CFX currently leases a portion of one of the eight total FON conduits to a third party. Additionally, the FON enabled CFX to advance an ITS program of projects known as the "Expressway Management System." The Expressway Management System provides systemwide expressway coverage and equips CFX with real-time operational tools to manage incidents and provide decision quality information to its customers.

See the Consulting Engineer's Report attached hereto as APPENDIX C for a detailed discussion of CFX's current ITS program, including the Expressway Management System and the related projects CFX plans to undertake in the future.

Physical Condition of Expressway System

The Bond Resolution requires that the General Engineering Consultant for CFX, perform an annual inspection of the System and issue an Annual Inspection Report regarding the physical condition of the System. The Annual Inspection Report summarizes the findings of these examinations by category for (a) roadways, (b) bridges and (c) buildings. CFX uses the Annual Inspection Report as a guide for their maintenance staff to perform needed repairs and improvements to the System. The 2017 Annual Inspection Report was completed in January 2018 by the General Engineering Consultant, and found that overall, the System is in good repair, working order and condition. Most of the conditions identified in this most recent Annual Inspection Report are correctable and will be addressed by CFX under the routine maintenance programs funded by CFX and supplemented by the Department. Those conditions not corrected

under the routine maintenance programs will be corrected as renewal and replacement projects under the Five-Year Work Plan. See "MAINTENANCE OF SYSTEM" herein.

Capital Improvement Program

In August 1983, CFX finalized the first of its Long-Range Expressway Plans to meet the transportation improvement needs of the Central Florida urban area through the year 2000. Since then, CFX has periodically updated its Long-Range Expressway Plan to continuously meet the growing and changing needs of the Central Florida area. Most recently, in May 2016, CFX adopted its 2040 Master Plan which serves as CFX's blueprint for System improvements and new projects that support its mission, and accrues economic, customer and community benefits to the region and the State.

The 2040 Master Plan is the basis for the five-year work plan (the "Five-Year Work Plan"). The Five-Year Work Plan is an important tool used by CFX to effectively manage its program of improvements, enhancements and rehabilitation to the System with the purpose of identifying those projects which CFX anticipates funding during the next five years. The Five-Year Work Plan is updated annually to reflect and prioritize the needs of CFX and was most recently approved by CFX's Governing Board on June 13, 2019. Once approved, the Five-Year Work Plan is then submitted to MetroPlan Orlando for its use in development of a regional transportation improvement plan. The current Five-Year Work Plan covers the five-year period from Fiscal Year 2020 to Fiscal Year 2024 and contains 155 projects (of which a portion will comprise the 2019 System Projects), with a combined total estimated project cost of approximately $2.52 billion. See the Consulting Engineer's Report attached hereto as APPENDIX C for a detailed discussion of the Five-Year Work Plan and the capital improvements included therein, and "Funding of Five-Year Work Plan" below.

Pursuant to the aforementioned Wekiva MOU and in accordance with Sections 348.7546 and 348.757(9), Florida Statutes, CFX and the Department entered into an Interlocal Agreement (the "Wekiva Interlocal Agreement"), dated June 11, 2014, setting forth the terms of their partnership to build the Wekiva Parkway Project. The Wekiva Interlocal Agreement provides that CFX will finance, acquire, design, construct, own, operate, manage, and maintain 11.32 miles of the Wekiva Parkway Project, to be located in Orange and Lake Counties, while the Department will finance, acquire, design, construct, own, operate, manage and maintain the remaining 12.81 miles of the Wekiva Parkway Project. Under the Wekiva Interlocal Agreement, CFX was required to repay the Department Contractual Obligations by making the previously described annual LPA Repayments. See "SYSTEM FINANCING - Certain Subordinated Obligations - Department Contractual Obligations" herein.

On October 12, 2016, CFX exercised its discretionary authority under the Wekiva Interlocal Agreement to make a prepayment in satisfaction of all accumulated and future LPA Repayments due under the Lease-Purchase Agreement from moneys on deposit and

legally available for such purpose in the System General Reserve Fund. The prepayment of the LPA Repayments did not have a material adverse effect on CFX's finances or its ability to undertake and fund the Five-Year Work Plan. After satisfaction of said prepayment by CFX, it was no longer be subject to the covenants regarding the LPA Repayments or the requirement to obtain the consent of the Department to issue additional indebtedness.

Pursuant to the Wekiva Interlocal Agreement, the Department and CFX also agreed to execute an amendment to the Lease-Purchase Agreement and to include in all future CFX bond issues, including the issuance of the Series 2019 Bonds, the following disclosure language describing such amendment:

> CFX has entered into the Wekiva Interlocal Agreement with the Department, effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of CFX's bonds issued and outstanding as of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to CFX System shall remain vested in CFX.

Accordingly, and simultaneously with the execution of the Wekiva Interlocal Agreement, CFX and the Department executed a Third Supplement to Lease-Purchase Agreement, dated June 11, 2014 (the "Third Supplement") which amended the Lease-Purchase Agreement in accordance with the terms of Section 348.757(9), Florida Statutes to: (a) discontinue the obligations of the Department under the Lease-Purchase Agreement after July 1, 2028; (b) terminate the Lease-Purchase Agreement upon the earlier to occur of (1) the defeasance, redemption, or payment in full of CFX's Bonds issued and outstanding as of June 11, 2014, or (2) the receipt of the requisite consents of CFX's bondholders to such termination; and (c) eliminate a prior provision so that CFX will now retain title to the System upon termination of the Lease-Purchase Agreement. The Third Supplement shall become effective on the first date that it may take effect under the terms of the existing Lease-Purchase Agreement.

Funding of the Five-Year Work Plan

CFX anticipates funding all projects comprising the Five-Year Work Plan, including ongoing costs for projects commenced during prior Five-Year Work Plan periods and future costs for projects that commence within the current Five-Year Work Plan, with a combination of (a) available and projected surplus revenues, (b) proceeds of the Series 2019 Bonds, the Junior TIFIA Loan and proceeds of several Series of additional Parity Bonds which the Authority plans to issue through Fiscal Year 2025, and

(c) other sources, which may include contributions from other public agencies or private entities or the issuance of additional unplanned Parity Bonds. Such amounts and sources may change depending on other circumstances affecting CFX, its revenues and the Five-Year Work Plan, as the same may be revised on an annual basis. Available funding for the Five-Year Work Plan is based on the current toll rate policy and assumes adjustments as currently provided under CFX's current toll rate schedule and policy. The next toll rate increase is scheduled to go into effect on July 1, 2020. See "SYSTEM REVENUES - System Toll Structure" herein for a description of CFX's current toll policy. Any additional toll rate adjustment will affect the Five-Year Work Plan both by changing the funds available to construct projects and by potentially changing the year of need of the projects (as traffic patterns may shift). See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" for a description of the conditions for the issuance of additional Parity Bonds under the Master Bond Resolution.

Acquisition of SR 528 Super Corridor

In December 2015, CFX completed all of its real property acquisitions related to right-of-way for SR 528. This "SR 528 Super Corridor" runs east to west starting from the intersection of SR 520 and SR 528 and ending at the Orlando International Airport. The approximately 516.35 acres of newly acquired right-of-way will be used for future expansion of SR 528 and to accommodate a 50-foot wide railway easement for the Virgin Trains USA inter-city passenger rail project from Miami to Orlando. This railway easement was conveyed to All Aboard Florida – Operations LLC by CFX for a purchase price of $31,737,187. In accordance with the Bond Resolution, a report of an Independent Consultant was filed with CFX projecting the potential loss of toll revenues due to the operation of a competing facility and a corresponding payment of $4,003,848 to account for such loss was included in the purchase price of the easement.

MAINTENANCE OF SYSTEM

In the Bond Resolution, CFX covenants that it will operate the System, or cause the System to be operated, properly and in a sound economic manner and that it will maintain or cause the same to be maintained in good repair, working order and condition, and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as APPENDIX A and "LEASE-PURCHASE AGREEMENT" attached hereto as APPENDIX E. The Lease-Purchase Agreement requires the Department to operate the System in a sound and economic manner and to maintain or cause it to be maintained in good repair, working order and condition and to make all necessary and proper repairs,

replacements and renewals. The Lease-Purchase Agreement, however, permits the Department, with the approval of CFX, to reassign to CFX any duties or responsibilities, other than payment obligations, arising out of the Lease-Purchase Agreement. In 1993 the Department transferred to CFX all responsibility for maintenance of the System.

After taking over direct responsibility for maintenance of the System in 1993 CFX privatized most maintenance activities. CFX does retain staff to manage the various private contractors which perform maintenance services on the System. CFX has instituted a Maintenance Rating Program ("MRP") to evaluate performance of roadway and bridge maintenance contractors. The MRP monitors current operations and is used to identify recurring problems. The program allows for early identification of maintenance issues, increases accountability and provides assurance that assets are being maintained at an adequate level. Under the MRP, sample units for different asset groups (roads, bridges, and facilities) are randomly selected for the entire year. Inspections are conducted every two months on a portion of the sample units from each corridor. Individual characteristics are evaluated on pass/fail criteria. The resulting scores are weighted and combined for the asset groups. A total composite score is used to evaluate maintenance effectiveness. CFX strives to maintain an MRP score of at least 90. For Fiscal Year 2019, CFX reported an overall MRP score of 92. As of the most recent inspection, there are currently 339 bridge structures on CFX's System with a rating of "excellent" or "good" for a Bridge Condition Rating of 99.4%. CFX maintained lane miles have a rating of "good" or better for 92% of the System.

DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM

CFX and the Department have entered into that certain Lease-Purchase Agreement, dated as of December 23, 1985 (the "Original Lease-Purchase Agreement"), as amended and supplemented by that certain (i) First Supplement to Lease-Purchase Agreement dated as of November 25, 1986, among CFX, the Department and the Division of Bond Finance of the State of Florida Department of General Services (the "Division"); (ii) Second Supplement to Lease-Purchase Agreement, dated as of October 27, 1988, among CFX, the Department, and the Division; and (iii) Third Supplement to Lease-Purchase Agreement, dated as of June 11, 2014, between CFX and the Department and set to become effective on the first date it may take effect under the Original Lease-Purchase Agreement (collectively, the "Lease-Purchase Agreement"), executed copies of which are attached hereto as APPENDIX E. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, all tolls collected on the System are deposited into the System General Revenue Fund. Such toll revenues are then applied by CFX in accordance with the terms of the Master Bond Resolution and the application thereof constitutes the payment of all rental and purchase price payments due

from the Department under the Lease-Purchase Agreement. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" for a description of the application of toll revenues under the Master Bond Resolution. At the end of the lease term as described below, CFX shall retain title and absolute ownership to the System. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, the Department is obligated to operate or cause to be operated the System property in a sound and economic manner and to maintain, preserve and keep the System in good repair, working order and condition and, from time to time, to make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be advantageously conducted. The Lease-Purchase Agreement permits the Department, with the approval of CFX, to reassign to CFX its duties and responsibilities, other than its payment obligations, regarding the System. In 1993, CFX assumed responsibility for the maintenance of the System. On January 20, 1995, the Department and CFX entered into that certain FDOT/OCX Interagency Agreement Reassignment of Operations (as amended, the "Interagency Agreement"), pursuant to which the Department reassigned to CFX the duty and responsibility for operating the System, other than the Department's payment obligations under the Lease-Purchase Agreement.

While CFX currently has responsibility for operating and maintaining the System, under the Lease-Purchase Agreement responsibility for paying the costs of operating and maintaining certain portions of the System is divided between CFX and the Department.

Payment of Cost of Operation and Cost of Maintenance attributable to the Department are made from funds of the Department and not from Gross Revenues, while the Cost of Operation and Cost of Maintenance attributable to CFX are paid by CFX from Gross Revenues. The amount of money that the Department contributes for maintenance of those portions of the System for which it is obligated to pay the cost of maintenance is determined by a formula tied to the roads' rating under the Department's Maintenance Rating Program. Under the Interagency Agreement, the Department pays such obligation in a lump sum amount to CFX annually. In order to achieve a higher maintenance standard, CFX uses Gross Revenues to pay for maintenance at levels above that which the Department will fund. See "MAINTENANCE OF SYSTEM" herein.

On May 26, 2011, Governor Scott exercised his line item veto authority to remove from the State's fiscal year 2011-12 budget approved by the Florida Legislature $11,152,281 from the State's Transportation Trust Fund which was intended to fund the Department's payment obligations to local transportation authorities pursuant to agreements such as the Lease-Purchase Agreement; $5,569,167 of this amount is estimated to have been allocated towards the advances to CFX. On April 17, 2012, Governor Scott once again exercised his line item veto authority to remove from the State's fiscal year 2012-13 budget approved by the Florida Legislature $12,322,862 from

the State's Transportation Trust Fund intended to, among other things, fund the Department's payment obligations under the Lease-Purchase Agreement; $5,482,652 of this amount is estimated to have been allocated towards the advances to CFX. Notwithstanding the foregoing, based on the express language in the Lease-Purchase Agreement, CFX continues to maintain that the Department's payment obligations under the Lease-Purchase Agreement is an absolute, irrevocable contractual obligation and is not subject to appropriation.

Neither the express language of the Lease-Purchase Agreement nor CFX's enabling act indicates that the Department's payment obligations are subject to appropriation or to the best efforts of the Department in obtaining an appropriation. Accordingly, notwithstanding the Department's position, CFX continues to maintain that the Department's obligation under the Lease-Purchase Agreement to pay for the costs of operations on certain segments of the System is an absolute, irrevocable contractual obligation and is not subject to appropriation. Although the failure of the Department to make its payment obligations under the Lease-Purchase Agreement is not expected to have a material adverse impact on CFX's financial position, CFX is currently evaluating its rights and remedies under the Lease-Purchase Agreement. In addition, the Bondholders have the right to enforce all provisions of the Lease-Purchase Agreement against the Department and CFX in a court proceeding.

However, CFX and the Department have entered into a Memorandum of Agreement dated February 14, 2013, (the "LPA MOA") with respect to the payment by the Department of future operations and maintenance payments to CFX as provided in the Lease-Purchase Agreement. Pursuant to the LPA MOA, beginning with the final approval of the Department's 2014 fiscal year budget and continuing for each successive fiscal year thereafter until the Department's obligations under the Lease-Purchase Agreement are terminated, the Department will make all operations and maintenance payments to CFX as provided in the Lease-Purchase Agreement. CFX will then exercise its right under the Bond Resolution to fully reimburse the Department for the costs of operations and maintenance on certain portions of the System that are paid by the Department to CFX under the Lease-Purchase Agreement, within 60 days of receipt by CFX of a payment from the Department for such costs, from surplus revenues available for such purpose and remaining on deposit in the General Reserve Fund after CFX has met its financial obligations (the "Reimbursement Obligation"). If CFX fails to meet this Reimbursement Obligation at any time, the amount not reimbursed by CFX will be added to the Department Contractual Obligations due and owing under the Lease-Purchase Agreement. In addition, in the event CFX fails to reimburse the Department as provided in the LPA MOA, CFX will be obligated to raise tolls, defer projects, or reduce its administrative and other expenses until CFX is able to fully reimburse the Department for such costs that are paid by the Department under the Lease-Purchase Agreement. The LPA MOA is legally sufficient to bind the parties without further interlocal agreements.

On October 12, 2016, CFX exercised its discretionary authority to make a prepayment in satisfaction of all accumulated and future LPA Repayments due under the Lease-Purchase Agreement from moneys on deposit and legally available for such purpose in the System General Reserve Fund. The prepayment of the LPA Repayments did not have a material adverse effect on CFX's finances or its ability to undertake and fund the Five-Year Work Plan. CFX is currently working with the Department and the Florida Division of Financial Services to establish a defeasance escrow for the purpose of depositing from generally available funds on deposit in CFX's General Reserve Fund into escrow in an amount equal to the Reimbursement Obligation. The Lease Purchase Agreement and the respective future obligations of CFX and the Department thereunder shall remain in effect through July 1, 2028.

The estimated Net Revenues available for debt service included in this Official Statement assume advances from the Department for operations and maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement, the Interagency Agreement and the LPA MOA. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" and "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein.

Other obligations of the Department under the Lease-Purchase Agreement include inspection of the System on an annual basis, and preparation of a corresponding report regarding conditions of the System.

In accordance with Section 348.757(9), Florida Statutes and the Wekiva Interlocal Agreement, the Lease-Purchase Agreement will stay in effect until the earlier of (i) such time as all Bonds issued under the Master Bond Resolution (and any Bonds refunding the same) have been fully paid, redeemed or defeased; or (ii) the receipt of sufficient CFX Bondholder consent to termination of the Lease-Purchase Agreement. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

[Additionally, and pursuant to the CFX Bill, the Department shall also include elements of the OCX Master Plan and an additional extension of the Osceola Parkway Extension, in its work program as tolled facilities. The Department of Transportation shall cooperate with the OCX, CFX, and Osceola County in working to identify solutions to potential barriers to implementation of the projects included in the OCX Master Plan, and an additional extension of the Osceola Parkway Extension, including funding sources and revenues that may be available for implementation of those improvements. See "CFX - Osceola County Expressway System Transfer" herein for a discussion of CFX's obligations with respect to the OCX System under the CFX Bill.][TO BE REVIEWED/UPDATED]

CONSENT TO FUTURE AMENDMENT TO LEASE-PURCHASE AGREEMENT

CFX has entered into the Wekiva Interlocal Agreement with the Department effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of CFX's bonds issued and outstanding as of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to CFX System shall remain vested in CFX.

Purchasers of the Series 2019 Bonds, by their purchase and acceptance thereof, are deemed to have expressly and irrevocably consented, in writing, to amend the terms and provisions of the Lease-Purchase Agreement to discontinue the Department's payment obligations for operation and/or maintenance of certain portions of the System effective July 1, 2028. CFX will comply with the terms of the Lease-Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease-Purchase Agreement.

SYSTEM REVENUES

General

The following is a summary of certain information contained in the System Traffic and Earnings Report prepared by the Traffic and Earning's Consultant which was commissioned by CFX to study the historical and projected traffic and revenues of the System, including the impact of the latest available data on economic conditions, fuel cost trends, land use assumptions in Central Florida, and actual System traffic trends. The System Traffic and Earnings Report attached hereto as APPENDIX D speaks as of its date and should be read in its entirety to obtain information essential to understanding the projections and assumptions therein. The System Traffic and Earnings Report has not been updated since May 2019 and the financial and operating data of the System presented therein does not include the Poinciana Parkway.

Certain data regarding area growth and recent economic activity are included in the System Traffic and Earnings Report, attached hereto as APPENDIX D and will not be updated in connection with the issuance of the Series 2019 Bonds. As discussed in the System Traffic and Earnings Report, there is always some uncertainty inherent in future traffic and revenue forecasts for any toll facility, and differences between forecasted and actual results (which may be material) may occur due to events and circumstances beyond the control of the forecasters and CFX, including without limitation, economic conditions, fuel costs, destruction or temporary closure due to acts of nature, increased and/or unanticipated costs of operation and maintenance and other factors. Additionally,

management of CFX provides monthly unaudited statistical reports to the public which include toll data presented on a monthly basis. Such reports may be accessed through CFX's website at the following address: https://www.cfxway.com/agency-information/investor-relations/reports-policies/statistical-reports/.

System Toll Structure

In 2009, CFX adopted and implemented a toll policy which instituted higher tolls at most tolling points, CFX's first since 1990. In addition, the policy provided for additional indexed increases to be implemented every five years, the first of which was implemented on July 1, 2012. The July 1, 2012 increase also marked the first implementation of differential toll rates, by which cash customers pay a higher rate than customers paying with transponders.

On February 9, 2017, CFX adopted a new toll policy which eliminated the 15% planned toll adjustment scheduled for July 1, 2017. Under the new policy, beginning on July 1, 2018 and every year thereafter, all then current tolls shall be automatically adjusted to an amount higher of either the annual increase to the Consumer Price Index for All Urban Consumers (CPI-U) in the South or 1.5% per annum. The rate for cash collections shall be increased upward to the next quarter when the electronic rate reaches to within 10% of the cash rate at each individual plaza. The rate for electronic collection shall be based upon the actual calculated percentage rounded to the nearest cent. The rate for pay-by-plate collection will be set by CFX based on actual costs. Toll rates were increased by 2.05% in Fiscal Year 2019 (July 1, 2018) and by 2.22% in Fiscal Year 2020 (July 1, 2019). The following table presents System toll rates by tolling point as of July 1, 2019.

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CFX System Toll Rates as of July 1, 2019[1]

	Motorcycle & 2 Axles		3 Axles		4 Axles		5 or More Axles	
	E-PASS	Cash[3]	E-PASS	Cash[3]	E-PASS	Cash[3]	E-PASS	Cash[3]
SR 408 (East West Expressway)								
Hiawassee Main Plaza	$0.86	$1.00	$1.71	$2.00	$1.99	$2.25	$2.57	$3.00
Good Homes Road	0.28	0.50	0.28	0.50	0.28	0.50	0.28	0.50
Hiawassee Road	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Pine Hills Main Plaza	1.13	1.25	1.71	2.00	1.99	2.25	2.57	3.00
Old Winter Garden Road/Ortman Dr	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
John Young Parkway (SR 423)	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
Orange Blossom Trail	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Mills Avenue	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Conway Main Plaza	1.13	1.25	1.71	2.00	1.99	2.25	2.57	3.00
Bumby Avenue	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Conway Road	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
Andes/SR 436 (Semoran Blvd)	1.13	1.25	1.13	1.25	1.13	1.25	1.13	1.25
SR 436 (Semoran Blvd)/Yucatan Dr	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
Dean Main Plaza	0.86	1.00	1.71	2.00	1.99	2.25	2.57	3.00
Dean Road	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Rouse Road	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
SR 414 (Apopka Expressway)								
Coral Hills Main Plaza	1.13	1.25	1.71	2.00	2.27	2.50	2.85	3.25
Keene Road	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Hiawassee Road	0.30	0.50	0.30	0.50	0.30	0.50	0.30	0.50
SR 417 (Central Florida GreeneWay)								
John Young Main Plaza	1.43	1.75	1.99	2.25	2.57	3.00	3.13	3.50
John Young Parkway (SR 423)	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
Orange Blossom Trail	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Landstar Boulevard	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Boggy Creek Main Plaza	1.43	1.75	1.99	2.25	2.57	3.00	3.13	3.50
South Access Rd/Int'l Airport	1.13	1.25	1.13	1.25	1.13	1.25	1.13	1.25
Boggy Creek Road	1.13	1.25	1.13	1.25	1.13	1.25	1.13	1.25
Lake Nona Boulevard	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
Narcoossee Road	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
Moss Park Road	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Innovation Way	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Curry Ford Main Plaza	0.86	1.00	1.71	2.00	1.99	2.25	2.57	3.00
Lee Vista Boulevard	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
Curry Ford Road (SR 552)	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
University Main Plaza	0.86	1.00	1.71	2.00	1.99	2.25	2.57	3.00
Colonial Drive (SR 50)	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
University Boulevard	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
SR 528 (Beachline Expressway)								
Boggy Creek Road/McCoy Road	1.13	1.25	1.13	1.25	1.13	1.25	1.13	1.25
Conway Road/Tradeport Drive	1.13	1.25	1.13	1.25	1.13	1.25	1.13	1.25
Beachline Main Plaza	0.91	1.25	1.79	2.00	2.09	2.50	2.66	3.00
Innovation Way	0.61	0.75	0.61	0.75	0.61	0.75	0.61	0.75
Dallas Main Plaza[2]	0.78	1.50	1.05	1.75	1.30	2.00	1.30	2.00
Dallas Boulevard	0.52	0.75	0.52	0.75	0.52	0.75	0.52	0.75
SR 429 (Western Beltway)								
Forest Lake Main Plaza	1.43	1.75	1.99	2.25	2.57	3.00	3.13	3.50
CR 437A (Ocoee-Apopka Road)	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
West Road	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
Plant Street/Franklin Street/SR 438	0.30	0.50	0.30	0.50	0.30	0.50	0.30	0.50
Independence Mainline Plaza	1.43	1.75	1.99	2.25	2.57	3.00	3.13	3.50
CR 535	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75
New Independence Parkway	0.86	1.00	0.86	1.00	0.86	1.00	0.86	1.00
Schofield Road	0.57	0.75	0.57	0.75	0.57	0.75	0.57	0.75

	Motorcycle & 2 Axles		3 Axles		4 Axles		5 or More Axles	
	E-PASS	Pay by Plate	E-PASS	Pay by Plate	E-PASS	Pay by Plate	E-PASS	Pay by Plate
SR 429 (Wekiva Parkway)								
Ponkan Gantry	0.82	1.41	1.23	1.82	1.64	2.23	2.04	2.63
Mount Plymouth Gantry	0.77	1.36	1.16	1.75	1.53	2.12	1.92	2.51
SR 453								
Coronado Gantry	0.66	1.25	1.00	1.59	1.33	1.92	1.67	2.26
SR 538 (Poinciana Parkway)[4]								
Koa Toll Gantry	0.50	0.70	0.75	0.95	1.00	1.20	See Note [5]	See Note [5]
Marigold Toll Gantry	2.05	2.25	3.10	3.30	4.10	4.30	See Note [6]	See Note [6]

[1]Toll Rate increase effective July 1, 2019 (No rate change at Good Homes Road and Landstar Boulevard).
[2]Toll rates shown for the Dallas Mainline Toll Plaza include a $0.26 E-PASS and $0.75 Cash toll charge regardless of the number of axles that is allocated to the FDOT.
[3]Cash or Pay by Plate. Pay by Plate invoices include the Cash rate plus a $0.20 fee.
[4]Poinciana Parkway is currently operated by CFX as a Non-System Project. See "PLAN OF FINANCE - Poinciana Parkway Acquisition" herein.
[5]SR 538 rates for "5 or more Axles" are based on the actual number of axles, not a flat rate. Koa Toll Gantry E-Pass rate equals $0.25 per axle. The Pay By Plate rate equals the E-Pass rate plus a $0.20 fee.
[6]SR 538 rates for "5 or more Axles" are based on the actual number of axles, not a flat rate. Marigold Toll Gantry rate equals $1.025 per axle rounded up to the nearest $0.05. The Pay By Plate rate equals the E-Pass rate plus a $0.20 fee.
Source: CFX.

Discount Programs

General. The Bond Resolution provides that CFX may establish preferential toll rates based upon frequency, volume, time of day, distance traveled or method of payment, and that CFX may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided such action is recommended by an Independent Consultant and will not cause CFX to fail to comply with the rate covenant in the Bond Resolution.

E-PASS Discount Programs. In 1998, CFX began a program to offer discounts to frequent E-PASS customers of the system (the "Volume Discount Program"). The Volume Discount Program offers a 5% rebate to E-PASS customers with 40 or more transactions per month and a 10% rebate to customers with 80 or more transactions per month. While the E-PASS system is interoperable with SunPass, as well as LeeWay (Lee County), transactions on these systems do not apply towards the Volume Discount Program.

Beginning on May 1, 2016 (Fiscal Year 2016), CFX implemented the E-PASS Customer Loyalty Discount Program (the "Loyalty Discount Program") to replace the previously described Volume Discount Program. The Loyalty Discount Program is a tiered program that provides toll discounts to E-PASS customers based on the number of transactions per transponder each month on the System. There is no enrollment process or monthly fee and all E-PASS customers are automatically eligible to participate in the Loyalty Discount Program. The Loyalty Discount Program offers a 10% rebate to E-PASS customers with 40 or more transactions per month and a 15% rebate to customers with 80 or more transactions per month. Only E-PASS customers are eligible for this discount. In the first Fiscal Year of implementation (1998), the discount totaled approximately $0.7 million or approximately 0.7% of gross revenues of the System. In Fiscal Year 2018, the discount totaled approximately $16.3 million or approximately 4.0% of gross revenues of the system.

I-4 Commuter Discount Programs. Beginning in Fiscal Year 2016 (July 2015), CFX implemented the I-4 Ultimate Commuter Discount Program (the "I-4 Commuter Discount Program"), which is being offered for a six-year period to provide relief for, and options to, customers during the planned construction activities on I-4. The I-4 Commuter Discount Program provides an additional 5.0% discount to customers with 20 or more transactions in a month on the CFX "beltway" facilities, which include SR 417, SR 429 and SR 414. The discount will only be offered in months when actual toll revenue exceeds the revenue projections by more than 2.0%. In Fiscal Year 2018, this discount program provide $5.4 million in rebates to customers.

In Fiscal Year 2019, the Loyalty Discount Program and I-4 Commuter Discount Program accounted for an aggregate discount of $____ million, which equates to ____% of the total System revenues.

School Bus Rebate Program. Beginning in February 2016, CFX implemented a regional public school bus rebate program (the "School Bus Rebate Program," and together with the Volume Discount Program, the Loyalty Discount Program and the I-4 Commuter Discount Program, the "Discount Programs"). The School Bus Rebate Program provides a 99% rebate for school buses from Brevard, Lake, Orange, Osceola, Polk, Seminole, and Volusia Counties using the System. Such 99% rebate will only be offered in months when actual toll revenue exceeds current revenue projections by more than 2%. See "FY 2018 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED MAY 2019 - 1.3.1 Discount Programs" in APPENDIX D hereto. In Fiscal Year 2018, this discount program provided $0.3 million in rebates to local school districts.

Toll Suspension

General. State law permits the Governor to suspend tolls from time to time in the event of a State emergency. However, as part of its forecasting methodology, the revenue projections conducted by CDM Smith assume that no local, regional or national emergency will arise which will abnormally restrict the use of motor vehicles or substantially alter economic activity or freedom of mobility. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein and "FY 2018 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED MAY 2019 - 1.6.3 Forecasting Assumptions" in APPENDIX D hereto.

Hurricane Irma. On September 3, 2017 and in response to Hurricane Irma, a major Category 4 storm approaching the State, Governor Rick Scott declared a state of emergency in all of the State's 67 counties. Pursuant to State law, at 5 P.M. on September 5, 2017, Governor Scott directed the Florida Department of Transportation to suspend all tolls across the State, including those tolls charged by CFX for use of the System, for the duration of the storm's impacts. On September 10, 2017, the center of Hurricane Irma made landfall at Cudjoe Key in the lower Florida Keys as a Category 4 storm. The center of Hurricane Irma made a second landfall on mainland Florida as a Category 3 storm, later that day, near Marco Island and moved north up the entirety of the State through September 11, 2017.

The toll suspension order was lifted at 12:01 A.M. on September 21, 2017, which was 16 days after it was effectuated. CFX projects that approximately $19 million in toll revenue was lost due to the direct suspension of tolls. The System suffered minor physical damage including two depressions on the roadway on SR 429 and some damaged road signs. As of the date hereof, physical repairs to the System have been completed by CFX at a cost of approximately $1 million.

Hurricane Dorian. On August 28, 2019 and in response to Hurricane Dorian, an eventual Category 5 storm approaching the State at the time, Governor Ron DeSantis declared a state of emergency for those counties in the State in the path of the storm.

Pursuant to State law, on September 1, 2019, Governor DeSantis directed the Florida Department of Transportation to suspend tolls on certain transportation facilities across the State, including those tolls charged for use of SR 408, SR 414, SR 417, SR 429, SR 453, SR 528, SR 538 and SR 551. Hurricane Dorian remained off the eastern coast of the State as it moved northward and did not make landfall in the State. The System suffered no damage as a result of Hurricane Dorian.

The toll suspension order was lifted at 12:01 A.M. on September 6, which was 5 days after it was effectuated. CFX estimates that approximately $5.9 million in toll revenue was lost due to the direct suspension of tolls.

Historical and Projected Revenues

The System's toll revenues (less all discount programs and including recaptured Pay By Plate invoices) were $_____ million in Fiscal Year 2019 and are projected to increase to $570.6 million by Fiscal Year 2025 and to $729.1 million by Fiscal Year 2035. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein. For a more complete discussion of the historical and projected revenues and expenses of the System, a detailed description of the forecasting methodology as well as the assumptions upon which the Traffic Engineer has based its revenue projections, see "SYSTEM REVENUES" herein and "FY 2018 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED MAY 2019 in APPENDIX D hereto.

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HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM

The following tables present historical and projected revenues, expenses and debt service coverage of the System. These tables should be reviewed in conjunction with the information contained under the caption "SYSTEM REVENUES" herein and in the FY 2018 General Traffic and Earnings Consultant's Annual Report dated May 2019 attached hereto as APPENDIX D.

Historical Total System Toll Revenues (Thousands)[1]

Fiscal Year	System Toll Revenues						Discount Programs[4]	Total System Toll Revenues Less Discount Programs
	SR 408	SR 528	SR 417	SR 429	SR 414[2]	SR 453[3]		
2010[5][6]	$108,705	$46,974	$ 79,558	$23,593	$ 4,225	-	9,445	$253,610
2011[6]	110,020	48,824	80,892	24,562	5,180	-	9,466	260,012
2012[6]	110,209	49,376	81,738	25,154	5,737	-	9,606	262,608
2013[5][6]	122,806	55,494	92,993	29,830	7,860	-	10,819	298,164
2014[6]	129,425	57,480	100,585	34,022	9,343	-	11,722	319,133
2015[6]	138,261	61,977	113,411	39,733	10,715	-	13,170	350,927
2016[6]	147,029	69,003	133,718	47,394	12,453	-	18,695	390,902
2017[6]	150,241	75,676	147,095	53,701	13,590	-	16,555	423,748
2018	148,946	76,118	156,926	61,146	14,613	$341	16,320	441,768
2019								

(1) The "Total System Toll Revenues" figures only include toll revenues and do not include actual receipts from other non-toll revenue sources, interest revenues nor any revenues or costs associated with the Poinciana Parkway or Goldenrod Road Extension.

(2) SR 414 opened in February 2009 to electronic traffic and in May 2009 to cash traffic.

(3) SR 453 opened to traffic in March 2018.

(4) Prior to May 1, 2016, the Volume Discount Program provided a 5% discount to customers with at least 40 transactions per month and a 10% discount to customers with at least 80 transactions per month. On May 1, 2016, CFX replaced the Volume Discount Program with the Loyalty Discount Program which provides a 10% discount to customers with at least 40 transactions per month and a 15% discount to customers with at least 80 transactions per month. The I-4 Commuter Discount Program, instituted for a six-year period beginning in Fiscal Year 2017, provides an additional 5% discount to customers with 20 or more transactions per month on the CFX "beltway" facilities (SR 417, SR 429 and SR 414). This discount is only offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. The School Bus Rebate Program, which began on February 1, 2016, provides a 99% discount to school buses in Orange, Brevard, Lake, Osceola, Polk, Seminole and Volusia Counties transporting students on official school business on CFX facilities. This rebate is only offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. See "SYSTEM REVENUES - Discount Programs" herein.

(5) Under CFX's prior toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009 and the second on July 1, 2012. On February 9, 2017, CFX adopted a new toll policy which eliminated the 15% planned toll increase scheduled for July 1, 2017 in favor of annual indexed increases beginning July 1, 2018. See "SYSTEM REVENUES - System Toll Structure" herein.

(6) Total System Toll Revenues include recaptured unpaid toll notices/Pay By Plate invoices and account adjustments, which adjustments occur throughout the Fiscal Year. The FY 2018 General Traffic and Earnings Consultant's Annual Report dated May 2019 and attached hereto as APPENDIX D only presents these effects on a System-wide basis. Accordingly, the toll revenues presented by facility shown in this table may differ from those shown in such Annual Report.

Numbers may not add due to rounding.

Source: CFX.

[Remainder of page intentionally left blank]

Historical System Operating, Maintenance and Administrative Expenses (Millions)

Fiscal Year	Operating Expenses[1]	Plus Maintenance Expenses	Plus Administrative Expenses	Less Department Participation	Total Net Expenses[2]
2010	$34.2	$13.6	$5.2	$8.6	$44.4
2011	35.6	13.7	5.3	7.4	47.2
2012	35.4	12.4	5.6	2.5	50.9
2013	36.7	13.6	5.5	2.7	53.1
2014	38.3	14.3	5.1	8.5	49.2
2015	40.3	14.4	5.6	8.7	51.6
2016	42.5	13.6	6.4	7.7	54.8
2017	49.5	15.1	7.1	6.7	65.0
2018	55.6	17.6	7.7	6.9	74.0
2019					

(1) Does not include depreciation, preservation or expenses listed as "other."
(2) Total sum of Operating Expenses, Maintenance Expenses and Administrative Expenses, less Department participation.
Numbers may not add due to rounding. Does not include amounts attributable to Poinciana Parkway.
Source: CFX.

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Historical Debt Service Ratio (Thousands)

Fiscal Year	Operating Revenues[1]	Plus Interest Revenues	Less Operations, Maintenance & Administration Expense	Plus Advances from Department for Operations and Maintenance[2]	Less Deposits into Operations, Maintenance & Administration Reserve	Net Revenues Available for Debt Service	Net Revenues Available for Debt Service Including Supplemental Payments[3]	Total Debt Service	Debt Service Ratio of Net Revenues to Debt Service	Debt Service Ratio of Net Revenues and Supplemental Payments to Debt Service[3]
2010	$256,047	$ 4,101	$52,988	$8,616	-	$215,776	$224,051	$119,935	1.80	1.87
2011	263,439	5,259	54,565	7,372	$ 69	221,436	229,710	132,998	1.66	1.73
2012	266,642	4,311	53,373	2,494	118	219,956	228,179	145,679	1.51	1.57
2013	303,647	2,162	55,839	2,771	367	252,374	260,708	131,957	1.91	1.98
2014	325,604	1,594	57,642	8,507	303	277,760	286,325	139,498	1.99	2.05
2015	359,185	1,970	60,292	8,663	1,295	308,231	317,319	140,047	2.20	2.27
2016	400,860	3,677	62,553	7,699	972	348,711	358,108	143,882	2.42	2.49
2017	433,942	4,954	71,687	6,694	1,073	372,830	372,830	165,163	2.26	2.26
2018	452,435	3,642	80,970	6,930	735	381,302	381,302	164,563	2.32	2.32
2019										

[1] The "Operating Revenues" figures reflect toll revenues plus actual receipts from other non-toll revenue sources, less the Discount Programs; however, these figures do not include interest revenues or any revenues or costs associated with the Goldenrod Road Extension.

[2] Commencing in Fiscal Year 2014, such advances are returned to the Department within 60 days of receipt.

[3] Supplemental Payments were pledged only to the Series 1990 Bonds and were available to pay debt service only on such Series of Bonds. These calculations only applied to such Series 1990 Bonds which are no longer outstanding as of the date hereof.

Does not include amounts attributable to Poinciana Parkway.

Source: CFX.

Historical Operating Results of Poinciana Parkway

[The following table(s) present historical revenues and expenses of Poinciana Parkway for Fiscal Years ____ through ____.]

[TO COME]

Projected Total System Toll Revenues (Millions)

Fiscal Year[1]	Paid In-Lane Revenues[2]	Pay By Plate Revenues[3]	Total System Toll Revenues	Discount Programs[4]	System Toll Revenues Available	Percent Annual Change
2020	$462.6	$38.0	$500.6	$21.2	$479.4	2.4%
2021	480.0	39.3	519.3	22.5	496.8	3.6
2022	497.5	41.1	538.6	23.8	514.8	3.6
2023	513.4	42.4	555.8	17.6	538.2	4.5
2024	529.5	43.8	573.3	18.4	554.9	3.1
2025	544.8	45.0	589.8	19.2	570.6	2.8
2026	559.9	46.5	606.4	20.0	586.4	2.8
2027	575.1	47.8	622.9	20.8	602.1	2.7
2028	590.6	49.3	639.9	21.7	618.2	2.7
2029	605.8	50.7	656.5	22.5	634.0	2.5
2030	620.7	52.7	673.4	23.4	650.0	2.5
2031	636.2	53.9	690.1	24.3	665.8	2.4
2032	651.4	55.1	706.5	25.2	681.3	2.3
2033	666.8	57.0	723.8	26.2	697.6	2.4
2034	682.1	58.2	740.3	27.1	713.2	2.2
2035	697.2	59.9	757.1	28.0	729.1	2.2
2036	712.7	61.2	773.9	29.0	744.9	2.2
2037	728.6	63.1	791.7	30.0	761.7	2.3
2038	743.8	64.2	808.0	31.0	777.0	2.0
2039	759.7	66.1	825.8	32.1	793.7	2.1
2040	775.8	67.4	843.2	33.1	810.1	2.1
2041	791.7	69.0	860.7	34.2	826.5	2.0
2042	807.9	71.0	878.9	35.3	843.6	2.1
2043	823.9	73.1	897.0	36.4	860.6	2.0
2044	840.3	74.3	914.6	37.6	877.0	1.9
2045	856.4	76.1	932.5	38.7	893.8	1.9
2046	873.0	77.5	950.5	39.9	910.6	1.9
2047	889.3	79.4	968.7	40.7	928.0	1.9
2048	905.7	81.6	987.3	41.9	945.4	1.9

(1) System-wide toll rate increase. "Customer First" toll policy adopted by CFX Board on February 9, 2017. First toll rate adjustment under new policy took place on July 1, 2018. See "SYSTEM REVENUES - System Toll Structure" herein.

(2) Paid In-Lane Revenues provided and audited by CFX. Includes the sum of revenue collected from ETC and cash collection. System Paid In-Lane Revenues may not equal the sum of Paid In-Lane Revenue by plaza group shown in the System Traffic and Earnings Report due to rounding and end-of year adjustments. The adjustments occur periodically throughout the Fiscal Year and are not tied to the collected revenue of any particular plaza group.

(3) Pay By Plate revenues involves identifying the customer license plate and mailing an invoice to their home. This revenue is not collected in the toll lanes. There has been a dramatic increase in the proportion of revenue collected through Pay By Plate. These long-term forecasts maintain Pay By Plate revenues are just under 9% of the Paid In-Lane Revenue.

(4) The Loyalty Discount Program provides a 10% discount to customers with at least 40 transactions per month and a 15% discount to customers with at least 80 transactions per month. The I-4 Commuter Discount Program, instituted for a six-year period beginning in Fiscal Year 2017, provides an additional 5% discount to customers with 20 or more transactions per month on the CFX "beltway" facilities (SR 417, SR 429 and SR 414). This discount is only offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. The School Bus Rebate Program, which began on February 1, 2016, provides a 99% discount to school buses in Orange, Brevard, Lake, Osceola, Polk, Seminole and Volusia Counties transporting students on official school business on CFX facilities. This rebate is only offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. See "SYSTEM REVENUES - Discount Programs" herein.

Does not include amounts attributable to Poinciana Parkway.

Source: FY 2018 General Traffic and Earnings Consultant's Annual Report dated May 2019, attached hereto as APPENDIX D.

Estimated Net Revenues Available for Debt Service (Millions)

[TO BE UPDATED]

Fiscal Year	Projected Total System Toll Revenues Less Discount Programs[1]	Plus Interest Income and Other System Revenues	Less Operations, Maintenance & Administration Expense Less Advances from Department for Operations and Maintenance[2]	Less Deposits into Operations, Maintenance & Administration Reserve	Estimated Net Revenues Available for Debt Service
2020	$479.4	$12.0	$90.8	$0.5	$402.3
2021	496.8	12.2	94.4	0.5	418.5
2022	514.8	12.4	98.2	0.5	442.9
2023	538.2	12.7	102.1	0.5	457.5
2024	554.9	12.9	106.2	0.6	470.9
2025	570.6	17.0	110.5	0.6	486.4
2026	586.4	20.9	114.9	0.6	500.0
2027	602.1	25.0	119.5	0.6	513.8
2028	618.2	29.6	124.2	0.6	528.0
2029	633.9				

(1) [The "Projected Total System Toll Revenues Less Discount Programs" numbers were obtained from the FY 2018 General Traffic and Earnings Consultant's Annual Report dated May 2019 and attached hereto as APPENDIX D.]

(2) Assumes advances from the Department for Operations and Maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement and the Interagency Agreement. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein.

Numbers may not add due to rounding. Does not include amounts attributable to Poinciana Parkway.

Source: CFX, PFM Financial Advisors LLC, except for "Projected Total System Toll Revenues Less Discount Programs" figures which are obtained from the FY 2018 General Traffic and Earnings Consultant's Annual Report dated May 2019 attached hereto as APPENDIX D.

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Estimated Debt Service Coverage Ratio (Millions)

[TO BE UPDATED]

Year Ending June 30	Estimated Net Revenues Available for Debt Service	Total Aggregate Debt Service[1]	Less Debt Service Reserve and Sinking Fund Interest Earnings	Net Aggregate Debt Service[2]	Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service[3]
2020	$402.3	$175.54	$2.1	$ 173.4	2.32x
2021	418.5	197.50	2.4	195.1	2.14
2022	442.9	194.32	2.5	191.8	2.31
2023	457.5	213.30	2.8	210.4	2.17
2024	470.9	212.16	3.0	209.2	2.25
2025	486.4	225.45	3.3	222.1	2.19
2026	500.0	235.85	3.4	232.5	2.15
2027	513.8	235.76	3.4	232.4	2.21
2028	528.0	236.07	3.4	232.7	2.27
2029					

(1) [Estimated debt service on the Series 2018 Bonds and Outstanding Parity Bonds, including the Series 2008B Bonds, which is net of ongoing expenses such as Bond Credit Facility fees, letter of credit fees, and remarketing fees, where applicable, as the same are not included as part of debt service under the Bond Resolution. Debt service on the Series 2008B Bonds has been calculated based upon the fixed rate provided in the Interest Rate Swap Agreements relating to each such Series of Bonds plus any applicable spreads for sub-series currently in a direct purchase mode for the duration of the current facility. The Series 2008B Bonds are assumed to revert to a letter of credit backed mode at the expiration of the current direct purchase modes. Debt service on the Series 2008B-1 Bonds includes an assumed spread of 56 basis points through November 1, 2022. Debt service on the Series 2008B-2 Bonds includes an assumed spread of 58 basis points through July 28, 2023. Debt service on the Series 2008B-3 Bonds includes an assumed spread of 46 basis points through October 15, 2021. Debt service on the Series 2008B-4 Bonds includes an assumed spread of 53.5 basis points through September 2, 2019. Assumes approximately $622 million of additional Parity Bonds are issued over the next five years. The future issuances are based on completion of all projects commenced in CFX's currently approved Five-Year Work Plan. CFX updates the Five-Year Work Plan annually and will plan according to the 1.60x coverage planning target per the Debt Policy.] See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS - Capital Planning Methodology" herein. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS - Capital Planning Methodology" herein.

(2) Net Aggregate Debt Service is computed by subtracting the Debt Service Reserve and Sinking Fund Interest Earnings from the Total Aggregate Debt Service.

(3) Debt Service Ratio is computed by dividing the Net Aggregate Debt Service into the Estimated Net Revenues Available for Debt Service.

Numbers may not add due to rounding. Does not include amounts attributable to Poinciana Parkway.

Source: CFX, except for "Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service" and "Debt Service Ratio of Net Revenues Available for Debt Service plus Supplemental Payments to Debt Service" figures which were prepared by PFM Financial Advisors LLC and approved by CFX.

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS

[TO BE UPDATED BY CFX]

For an overview and analysis of the financial activities of CFX for the Fiscal Years 2019 and 2018, see "Management's Discussion and Analysis" in the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2019 AND JUNE 30, 2018" attached hereto as APPENDIX G.

Liquidity Position. As of September 30, 2018, CFX had $49,455,946 in unrestricted funds and $184,503,091 in reserves, excluding CFX's debt service reserve funds but including the internal discretionary reserve. As of the date of this Official Statement, CFX has allocated $160 million to such internal discretionary reserve. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Termination Risk" herein.

Budget. As of September 30, 2018, CFX's year to date revenue was $117.4 million which is 2.9% above projections. For the same time, period Operations, Maintenance and Administration Expenses were $13.3 million, which is 10.9% below budget.

LITIGATION

There is not now any litigation pending or, to the knowledge of CFX, threatened, which if successful would affect the validity of the Series 2019 Bonds or the proceedings and authority under which they are to be issued. In addition to the actions described below, CFX, from time to time, engages in routine litigation the outcome of which is not expected to have any material adverse effect on the issuance and delivery of the Series 2019 Bonds or the financial condition of CFX.

Eminent Domain

CFX has acquired property for the Wekiva Parkway (SR 429) through voluntary acquisitions and involuntary acquisitions, which require the filing of a petition in eminent domain, the deposit of a good faith estimate of value, and the determination of full compensation, including compensation for the property taken, attorney's fees, expert fees, costs, and relocation expenses. Several eminent domain cases have outstanding post-judgment issues that have not yet been finally resolved. CFX does not believe that payment of compensation for the aforementioned post-judgment issues will materially adversely affect its financial position.

Class Actions

Tropical Trailer. On January 5, 2015, Tropical Trailer Leasing LLC, a management company, and eight of its affiliates, who own and lease fleets of chassis and semitrailers, all of whom are based in Miami-Dade County, Florida, filed an amended class action complaint against CFX and the Executive Director in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, arising from tolls charged to the owners of trailers or semitrailers that are towed by third party drivers, who use CFX toll roads without paying the required tolls. The class action complaint seeks injunctive relief, declaratory relief and damages under several theories, including injunctive and declaratory relief under common law, damages under Article I, § 18 of the Florida Constitution, and relief under the federal civil rights statute codified in 42 USC § 1983. For declaratory and injunctive relief, Plaintiffs request that CFX should be enjoined from issuing citations or notices of toll violation to Plaintiffs or other class members and that the court should declare that the Plaintiffs should not be charged with the payment of tolls or registration holds when the Plaintiffs' trailers are towed by third parties.

On September 17, 2015, and again on November 30, 2015, the trial court dismissed with prejudice the Section 1983 claims, but denied the motion to dismiss as to the remaining claims. Plaintiffs appealed the dismissal of the Section 1983 claims, but then dismissed this appeal, which was accepted by the appellate court on June 8, 2016.

By Order dated February 2, 2016, the trial court granted Plaintiffs' motion for class certification and certified the lawsuit as a class action, but narrowed the class to "all owners of a trailer or semitrailer or chassis who within the four years preceding the filing of this lawsuit were charged a highway toll by CFX . . . because the driver or owner of the differently owned motorized vehicle towing the trailer or semitrailer or chassis failed to immediately pay the applicable toll." Both CFX and the Plaintiffs appealed the order certifying the class. The appellate court affirmed the trial court's decision certifying the narrowed class and remanded the case back to the trial court to resolve the remaining counts for injunctive relief, declaratory relief, and damages under Article I, § 18 of the Florida Constitution.

On September 24, 2018 the trial court granted CFX's motion for summary judgment. On February 4, 2019, CFX filed an amended motion for summary judgment as to all remaining counts. The trial court granted CFX's amended motion for summary judgment and entered a Final Judgment in favor of CFX on or about June 27, 2019. Plaintiffs did not appeal. As the prevailing party, CFX filed a motion to tax costs.

LIMITATION AND ENFORCEABILITY OF REMEDIES

The remedies available to owners of the Series 2019 Bonds upon an Event of Default under the Bond Resolution are limited to the institution of an action for specific

performance in a writ of mandamus or other suit, action or proceeding compelling and requiring CFX and its officers to observe and perform any covenant, condition or obligation prescribed in the Bond Resolution, including the fixing, charging and collecting of rates, fees or other charges for the services and facilities of the System. The remedies provided with respect to the Series 2019 Bonds under the Bond Resolution are in many respects dependent upon statutory, regulatory provisions (including the federal bankruptcy code) and judicial decisions which are often subject to discretion and delay and therefor may not be readily available or may be limited. The various legal opinions delivered or to be delivered concurrently with the delivery of the Series 2019 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. See "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes and the regulations promulgated thereunder require that CFX make full and fair disclosure of any bonds or other debt obligations of such entities that have been in default as to payment of principal or interest at any time after December 31, 1975. CFX is not presently and, since December 31, 1975, has not been in default as to payment of principal or interest on any bonds or other debt obligations.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with Rule 15c2-12(b)(5) of the SEC promulgated pursuant to the Securities Exchange Act of 1934 (the "Rule"), CFX will enter into a Continuing Disclosure Agreement, with Digital Assurance Certification, L.L.C., as Dissemination Agent, dated the date of delivery (the "Continuing Disclosure Agreement") which is attached hereto as "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT," for the benefit of the Holders (as defined in the Continuing Disclosure Agreement) of the Series 2019 Bonds. Under the Continuing Disclosure Agreement, CFX, as an "obligated person" under the Rule and, initially, the sole obligated person under the Continuing Disclosure Agreement, will provide certain financial information and operating data (the "Annual Report") relating to CFX and notices of the occurrence of certain enumerated events with respect to the Series 2019 Bonds.

The Annual Report, and notices of the occurrence of certain enumerated events, will be filed by or on behalf of CFX to the centralized information repository developed and operated by the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access system ("EMMA"), in an electronic format prescribed by the MSRB. The nature of the information to be provided in the Annual

Report and the notices of such enumerated events is set forth in "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Continuing Disclosure Agreement further provides that a default under the Continuing Disclosure Agreement shall not constitute an Event of Default under the Bond Resolution.

In the past five-years, CFX did not timely post a defeasance notice relating to that portion of the Series 2007A Bonds which were refunded by the Series 2016A Bonds. CFX has subsequently filed the defeasance notice with EMMA.

UNDERWRITING

The Series 2019 Bonds are being purchased by J.P. Morgan Securities LLC, on behalf of itself, and as representative of the Underwriters listed on the cover page of this Official Statement (collectively, the "Underwriters"). The Underwriters have agreed to purchase the Series 2019 Bonds at a price of $_____ (representing the principal amount of $_____ [plus/minus] bond [premium/discount] of $_____, less an Underwriters' discount of $_____).

The prices and other terms with respect to the offering and sale of the Series 2019 Bonds may be changed from time to time by the Underwriters after such Series 2019 Bonds are released for sale, and the Series 2019 Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Series 2019 Bonds into investment accounts.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for CFX, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of CFX.

In addition, certain of the Underwriters have entered into distribution agreements with other broker-dealers (that have not been designated by CFX as Underwriters) for the distribution of the Series 2019 Bonds at the original issue prices. Such agreements

generally provide that the relevant Underwriter will share a portion of its underwriting compensation or selling concession with such broker-dealers.

The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

RATINGS

The Series 2019 Bonds have been assigned a rating of ["_____" (_____ outlook) from S&P, "_____" (_____ outlook) from Moody's and "_____" (_____ outlook) from Fitch Ratings Inc. ("Fitch")]. Such ratings express only the views of S&P, Moody's and Fitch (collectively, the "Rating Agencies"). An explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the same. There is no assurance that any rating will be maintained for any given period of time or that it will not be revised downward or withdrawn entirely by the Rating Agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the Series 2019 Bonds. CFX undertakes no responsibility to oppose any such revision or withdrawal.

LEGAL MATTERS

General

Certain legal matters incident to the validity of the Series 2019 Bonds and the issuance thereof by CFX are subject to the approval of Nelson Mullins Broad and Cassel, Orlando, Florida and Marchena and Graham, P.A., Orlando, Florida, Co-Bond Counsel. The proposed form of the opinion of Co-Bond Counsel is attached hereto as APPENDIX H. Certain legal matters will be passed upon by Counsel to CFX, Shutts & Bowen LLP, Orlando, Florida. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel for CFX. Certain legal matters in connection with the Series 2019 Bonds will be passed upon for the Underwriters by Greenberg Traurig, P.A., Orlando, Florida, counsel to the Underwriters.

Opinion of Co-Bond Counsel

Certain legal matters incident to the authorization, validity, and issuance of the Series 2019 Bonds are subject to the unqualified approving opinion of Nelson Mullins Riley & Scarborough LLP, Orlando, Florida and Marchena and Graham, P.A., Orlando, Florida, Co-Bond Counsel, whose approving opinion will be available at the time of

delivery of the Series 2019 Bonds. It is anticipated that the approving opinion will be in substantially the form attached to this Official Statement as Appendix H.

The Internal Revenue Code of 1986, as amended (the "Code"), contains various requirements and restrictions which apply to the Series 2019 Bonds. These include restrictions on investments, requirements for periodic payment of any arbitrage profits to the United States, requirements regarding the use of Series 2019 Bond proceeds, including the use of property financed with Series 2019 Bond proceeds, and other restrictions and requirements. Failure to comply with certain of such requirements and restrictions may cause interest on the Series 2019 Bonds to become subject to federal income taxation, retroactive, in some cases, to the date of issuance of the Series 2019 Bonds.

In the opinion of Co-Bond Counsel, under existing statutes, regulations, rulings, and court decisions, interest on the Series 2019 Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes (including for purposes of the tax imposed by Chapter 2A of Subtitle A of the Code (the "Affordable Care Tax")) and is not an enumerated item of tax preference for purposes of the federal alternative minimum tax imposed on taxpayers other than corporations. Interest on the Series 2019 Bonds, by virtue of being excluded from gross income under Chapter 1 of Subtitle A of the Code, is excluded from the modified adjusted gross income of individuals, from the adjusted gross income of estates and trusts, and from the net investment income of taxpayers that are subject to the 3.8% tax imposed pursuant to the Affordable Care Tax. However, gain, if any, from the sale or other disposition of Series 2019 Bonds may be included in each of the foregoing measures of income.

The Affordable Care Tax is imposed on individuals on the lesser of (1) net investment income and (2) any excess of modified adjusted gross income over the applicable threshold amount. For individuals filing joint federal tax returns or as surviving spouses, the applicable threshold is $250,000; for married individuals filing separate returns, the applicable threshold is $125,000; and for other individuals, the applicable threshold is $200,000. For estates and trusts this 3.8% tax is imposed on the lesser of (1) undistributed net investment income and (2) any excess of adjusted gross income over the dollar amount at which the highest tax bracket in Section 1(e) of the Code begins for the taxable year.

In concluding that interest on the Series 2019 Bonds is excluded from gross income for federal income tax purposes (including the Affordable Care Tax), Co-Bond Counsel will rely, as to questions of fact material to its opinion, upon certified proceedings and other certifications of public officials furnished to Co-Bond Counsel, without undertaking to verify any of them by independent investigation. If certain of these items are incorrect, interest on the Bonds may become included in gross income for federal income tax purposes (including the Affordable Care Tax) retroactive, in some cases, to the date of issuance of the Series 2019 Bonds. The foregoing opinions are also

subject to the condition that the CFX comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2019 Bonds in order that the interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of the interest on the Series 2019 Bonds in gross income for federal income tax purposes (including the Affordable Care Tax) to be retroactive to the date of issuance of the Bonds.

Co-Bond Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the Series 2019 Bonds.

Interest on the Series 2019 Bonds may or may not be subject to state or local income taxation in jurisdictions, including Florida, under applicable state or local laws. Purchasers of the Bonds should consult their tax advisors as to the taxable status of the Bonds in a particular state or local jurisdiction.

Original Issue Discount and Premium

In the opinion of Co-Bond Counsel, under existing law, the original issue discount in the selling price of each Series 2019 Bond maturing [_____ through ____, inclusive (each a "Discount Bond"),] to the extent properly allocable to each owner of such Discount Bond, is excluded from gross income for federal income tax purposes with respect to such owner. The original issue discount is the excess of the stated redemption price at maturity of such Discount Bond over the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of such Discount Bonds were sold.

Original issue discount on tax-exempt obligations accrues on a constant yield-to-maturity basis. The amount of original issue discount that accrues to an owner of a Discount Bond who acquires such Discount Bond in this offering during any accrual period generally equals (i) the issue price of such Discount Bond plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield-to-maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (iii) any interest payable on such Discount Bond during such accrual period.

The amount of original issue discount that so accrues in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes, and will increase the owner's tax basis in such Discount Bond for the purpose of determining gain or loss upon a subsequent sale, exchange, payment, or redemption. Any gain realized by an owner from a sale, exchange, payment, or redemption of a Discount Bond would be treated as gain from the sale or exchange of such Discount Bond.

Owners of Discount Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds. Under the tax laws of

certain state and local jurisdictions, the amount of interest considered to have accrued to an owner of a Discount Bond may also be deemed to be received in the year of such accrual, even though there will not be a corresponding cash payment, rather than upon the disposition, redemption, or maturity of such Discount Bond for purposes of determining such owner's income tax liability under such state or local tax laws.

The Series 2019 Bonds maturing _____ (in the principal amount of $_____), _____ through ____, inclusive, and _____ (each a "Premium Bond"), are being sold at prices in excess of the principal amount thereof. Under the Code, the excess of an owner's cost basis of a bond over the principal amount of such bond (other than a bond held as inventory, stock in trade, or for sale to customers in the ordinary course of business) is generally characterized as "bond premium." For federal income tax purposes, bond premium is amortized over the term of the related bond (or to its earlier call date). An owner will therefore be required to decrease its basis in the Premium Bonds by the amount of amortizable bond premium attributable to each taxable year it holds Premium Bonds. The amount of amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate compounded on each interest payment date. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes. Purchasers of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption, or other disposition of Premium Bonds.

Collateral Federal Tax Consequences of Owning Bonds

Ownership of the Series 2019 Bonds may result in collateral federal tax consequences to certain taxpayers, including, without limitation, financial institutions and other taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Series 2019 Bonds, property and casualty insurance companies, certain recipients of Social Security or railroad retirement benefits, foreign corporations operating branches in the United States, certain Subchapter S corporations, and persons who purchase Series 2019 Bonds other than in the initial public offering or other than at the initial public offering price(s). The following is a general description of certain of these consequences:

1. No deduction is allowable for interest on indebtedness incurred or continued to purchase or carry the Series 2019 Bonds or, in the case of a financial institution, that portion of the owner's interest expense allocated to interest on the Bonds. With respect to certain financial institutions (within the meaning of Section 265(b)(5) of the Code), the amount so allocated is determined under Section 291 of the Code.

2. Property and casualty insurance companies are required to reduce the amount of their deductible underwriting losses by 25% of their amount of tax-exempt interest, including interest on the Series 2019 Bonds. If the amount of this reduction

exceeds the amount otherwise deductible as losses incurred, such excess may be includable in income.

3. Certain recipients of Social Security benefits and railroad retirement benefits will be required to include a portion of such benefits within gross income by reason of receipt or accrual of interest on the Series 2019 Bonds.

4. A branch-level tax is imposed on certain earnings and profits of foreign corporations operating branches in the United States, and interest on the Series 2019 Bonds may be included in the determination of such domestic branches' taxable bases on which this tax is imposed.

5. Passive investment income, including interest on the Series 2019 Bonds, may be subject to federal income taxation for any Subchapter S corporation that has Subchapter C earnings and profits at the close of the taxable year, if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income.

6. Purchasers of Series 2019 Bonds for less than the initial public offering price or not in the initial public offering may, in addition to the tax consequences described above, experience collateral federal tax consequences. For example, purchasers who purchase Series 2019 Bonds in the initial public offering for less than the initial public offering price will have market discount which is taxable when recognized for federal tax purposes.

7. Payments of interest on the Series 2019 Bonds are subject to reporting to the Internal Revenue Service (the "IRS") and to payees on Form 1099-INT (or successor form), and the Paying Agent (or its agent) may be required to withhold federal tax (referred to as "backup withholding") from any such payment on a Series 2019 Bond, which is imposed at the rate of 24% of the gross amount of any such payment, if (i) the owner fails to furnish the Paying Agent (or its agent) his or her taxpayer identification number ("TIN"), the accuracy of which has been certified under the penalty of perjury, (ii) the Paying Agent (or its agent) has been notified by the IRS that the owner of the Series 2019 Bond has supplied an incorrect TIN, (iii) the IRS has notified the Paying Agent (or its agent) that the owner of the Series 2019 Bond has failed properly to report certain income to the IRS, or (iv) when required to do so, the owner of the Series 2019 Bond fails to certify under the penalty of perjury that he or she is not subject to backup withholding.

The foregoing is not intended as a detailed or comprehensive description of all possible consequences of purchasing or holding the Series 2019 Bonds. Persons considering the purchase of the Series 2019 Bonds should consult with their tax advisor as to the consequences of buying or holding the Series 2019 Bonds in their particular circumstances.

Changes in Federal Law

From time to time, legislative proposals may be made to change federal or state law that, if enacted, would eliminate the exclusion of interest on tax-exempt bonds from gross income for federal income tax purposes or any state law exemption or that would otherwise diminish the advantages of ownership of tax-exempt bonds for one or more categories of taxpayers for federal or state law purposes. Any such proposal could, in certain circumstances, even become effective with respect to tax-exempt bonds issued or purchased prior to enactment or announcement of the proposal.

In addition, from time to time, administrative actions, including regulations, rulings, and other administrative authorities, may be announced or proposed and litigation may be commenced or threatened that, if they become a legal authority, could eliminate or diminish the advantages of ownership of tax-exempt bonds for one or more categories of taxpayers for federal or state law purposes. The mere existence or announcement of any such legislative proposal or commencement or threatening of any such administrative action or litigation could impair the marketability or market value of the Series 2019 Bonds, at least temporarily, whether or not it is ultimately enacted into law or becomes a legal authority.

The opinion expressed by Co-Bond Counsel is based upon the U.S. Constitution and the Constitution of the State of Florida, implemented by statutes enacted thereunder, and as interpreted by judicial, regulatory, and other administrative authorities existing as of the date of issuance and delivery of the Series 2019 Bonds. Co-Bond Counsel expresses no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation or proposed, pending, or threatened administrative actions or litigation. Potential purchasers of the Series 2019 Bonds should consult their tax advisors regarding any pending or proposed legislation, administrative action, or litigation of the type referred to or characterized above as part of their investment decision and thereafter, as appropriate.

PROFESSIONAL CONSULTANTS

Financial Advisor

PFM Financial Advisors LLC, Orlando, Florida serve as Financial Advisor to CFX. The Financial Advisor assisted CFX in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2019 Bonds, and provided other advice. However, the Financial Advisor, with the exception of the sections herein regarding "SYSTEM FINANCING - Estimated Annual Debt Service," and "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Estimated Debt Service Coverage Ratio," have not been engaged and are not obligated to undertake, and have not undertaken to make, independent verification of the accuracy, completeness, or fairness of the information contained in this Official

Statement. The Financial Advisor did not participate in the underwriting of the Series 2019 Bonds.

Independent Auditors

The financial statements of CFX for the Fiscal Years ended June 30, 2019 and June 30, 2018 attached hereto as APPENDIX G have been audited by Moore Stephens Lovelace P.A., independent auditors, as stated in their report appearing in APPENDIX G attached hereto. Moore Stephens Lovelace P.A. has not examined, compiled or applied agreed-upon procedures to the projected and/or forecasted data contained herein and, therefore, assumes no responsibility for such data.

Engineers

Dewberry Engineers Inc. serves as CFX's General Engineering Consultant. See "CONSULTING ENGINEER'S REPORT DATED _____, 2019" attached hereto as APPENDIX C. CDM Smith serves as CFX's Traffic Engineer. See "FY 2018 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED MAY 2019" attached hereto as APPENDIX D.

CONTINGENT FEES

Payment of the fees of Co-Bond Counsel, Disclosure Counsel and the Financial Advisor and the payment of a discount to the Underwriters are each contingent upon the issuance and sale of the Series 2019 Bonds.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by CFX, that are not purely historical, are forward-looking statements, including statements regarding CFX's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to CFX on the date hereof, and CFX assumes no obligation to update any such forward-looking statements. It is important to note that CFX's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and

officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of CFX. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

MISCELLANEOUS

This Official Statement is not to be construed as a contract with the purchasers of the Series 2019 Bonds. The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters relating to the Series 2019 Bonds, the security for the payment of the Series 2019 Bonds and the rights and obligations of the owners of the Series 2019 Bonds. The information and expressions of opinion in this Official Statement are subject to change without notice and neither the delivery of this Official Statement nor any sale made shall under any circumstances create any implication that there has been no change in the matters referred to in this Official Statement since its date.

So far as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of the opinions or estimates will be realized.

AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT

This Official Statement has been authorized and approved by CFX. Upon the delivery of the Series 2019 Bonds, the undersigned will furnish a certificate to the effect that this Official Statement did not as of its date, and does not contain any untrue statement of a material fact or omit to state a material fact which should be included herein for the purpose for which this Official Statement is to be used, or which is necessary in order to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Chairman

By:_____
Executive Director

APPENDIX A

AMENDED AND RESTATED MASTER BOND RESOLUTION

APPENDIX B

TWENTY-FIFTH SUPPLEMENTAL RESOLUTION

APPENDIX C

CONSULTING ENGINEER'S REPORT DATED _____, 2019

APPENDIX D

FY 2018 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED MAY 2019

APPENDIX E

LEASE-PURCHASE AGREEMENT

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX G

AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2019 AND JUNE 30, 2018

APPENDIX H

FORM OF OPINION OF CO-BOND COUNSEL

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

[Attached]

CONTINUING DISCLOSURE AGREEMENT

by and between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DIGITAL ASSURANCE CERTIFICATION, L.L.C.

relating to:

$_____	**$_____**
CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2019A	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2019B**

DATED NOVEMBER __, 2019

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement"), dated November __, 2019, is executed and delivered by the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX") and **DIGITAL ASSURANCE CERTIFICATION, L.L.C.**, and any successor disclosure dissemination agent serving hereunder pursuant to Section 10 hereof as Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC").

RECITALS:

A. Contemporaneously with the execution and delivery of this Disclosure Agreement, CFX issued its Senior Lien Revenue Bonds, Series 2019A and Senior Lien Revenue Bonds, Series 2019B (collectively, the "Series 2019 Bonds"), pursuant to that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as supplemented by the Twenty-Fifth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bonds, Series 2019 adopted by CFX on October 10, 2019, (the "Twenty-Fifth Supplemental Resolution" and together with Master Bond Resolution, the "Bond Resolution").

B. CFX has authorized the preparation and distribution of the Preliminary Official Statement dated November __, 2019 with respect to the Series 2019 Bonds (the "Preliminary Official Statement").

C. Upon the initial sale of the Series 2019 Bonds to the underwriter(s) named in the hereinafter referenced Official Statement (collectively, the "Underwriters"), CFX authorized the preparation and use of the Official Statement dated November __, 2019 with respect to the Series 2019 Bonds (the "Official Statement").

D. As a condition precedent to the initial purchase of the Series 2019 Bonds by the Underwriters in accordance with the bond purchase agreement and in compliance with the Underwriters' obligations under the Rule (as defined herein), CFX has agreed to undertake certain disclosure obligations with respect to the Series 2019 Bonds for the benefit of the Holders (hereinafter defined) as specified hereunder on an ongoing basis during the term hereof and has agreed to retain the Disclosure Dissemination Agent to perform certain disclosure dissemination tasks as provided for herein on its behalf.

NOW THEREFORE, in consideration of the purchase of the Series 2019 Bonds by the Underwriters and the mutual promises and agreements made herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, CFX and the Disclosure Dissemination Agent do hereby certify and agree as follows:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part hereof.

SECTION 2. Definitions. Capitalized terms used, but not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Bond Resolution or the Official Statement, as applicable. In addition to the terms defined elsewhere herein, the following capitalized terms shall have the following meanings for the purposes of this Disclosure Agreement:

"Annual Report" means an Annual Report described in and consistent with Section 4 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 3(a) and 3(f) hereof, by which the Annual Report is to be filed with the Repositories.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements" means the General Purpose Financial Statements for CFX prepared in accordance with GAAP (as defined herein) for the prior Fiscal Year, certified by an independent auditor and specified in Section 4(b) of this Disclosure Agreement.

"Business Day" means a day other than a Saturday or a Sunday or a day on which banks in Florida are authorized or required by law to close.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to each Repository under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by CFX and include the full name of the Series 2019 Bonds and, to the best of its knowledge, the 9-digit CUSIP numbers for all Series 2019 Bonds to which the document applies.

"Disclosure Representative" means the Chief Financial Officer of CFX or her designee, or such other person as CFX shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by CFX pursuant to Section 10 hereof.

"EMMA" means the MSRB's Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule. Further information regarding EMMA can be retrieved by visiting the web site *http://emma.msrb.org/.*

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the fiscal year of CFX, which currently is the twelve-month period beginning July 1 and ending on June 30 of the following year, or any such other twelve-month period designated by CFX, from time to time, to be its fiscal year.

"GAAP" means generally accepted accounting principles promulgated by the Government and Financial Accounting Standards Boards as in effect from time to time in the United States.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2019 Bonds (including persons holding Series 2019 Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2019 Bonds for federal income tax purposes.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any), the Notice Event notices and the Voluntary Reports.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(l) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Section 5(a) of this Disclosure Agreement.

"Obligated Person" means CFX and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2019 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). CFX confirms that currently it is the only Obligated Person.

"Repository" or **"NRMSIR"** means any Nationally Recognized Municipal Securities Information Repository recognized for purposes of the Rule and the MSRB, as reflected on the website of the SEC at www.sec.gov. Currently, the sole Repository is the MSRB, through the operation of EMMA.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"State" means the State of Florida.

"Voluntary Report" means the information provided to the Disclosure Dissemination Agent by CFX pursuant to Section 8.

SECTION 3. Provision of Annual Reports.

(a) CFX shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each Repository not later than March 31 after the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2019. If March 31 falls on a weekend, the Annual Report will be due the first Business Day thereafter. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement.

(b) If the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification by 12:00 p.m. Eastern time on the Annual Filing Date, the Disclosure Dissemination Agent shall contact the Disclosure Representative by e-mail and telephone to remind CFX of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification or (ii) instruct the Disclosure Dissemination Agent in writing that CFX will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that an event as described in Section 3(e)(iii)(15) has occurred and to immediately send a notice to each Repository in substantially the form attached as Exhibit A.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a non-Business Day, then the first Business Day thereafter) for the Annual Report, an event described in Section 3(e)(iii)(15) shall have occurred and CFX irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit B.

(d) If the Audited Financial Statements of CFX are prepared but not available prior to the Annual Filing Date, CFX shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with each Repository.

(e) The Disclosure Dissemination Agent shall:

(i) upon receipt, promptly file each Annual Report received under Section 3(a) with each Repository;

(ii) upon receipt, promptly file each Audited Financial Statement received under Section 3(d) with each Repository;

(iii) upon receipt, promptly file the text of each disclosure to be made with each Repository together with a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit B, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. "Principal and interest payment delinquencies," pursuant to Sections 5(c) and 5(a)(l) hereof;

2. "Non-Payment related defaults," pursuant to Sections 5(c) and 5(a)(2) hereof;

3. "Unscheduled draws on debt service reserves reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(3) hereof;

4. "Unscheduled draws on credit enhancements reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(4) hereof;

5. "Substitution of credit or liquidity providers, or their failure to perform," pursuant to Sections 5(c) and 5(a)(5) hereof;

6. "Adverse tax opinions or events adversely affecting the tax-exempt status of the Series 2019 Bonds," pursuant to Sections 5(c) and 5(a)(6) hereof;

7. "Modifications to rights of securities Holders," pursuant to Sections 5(c) and 5(a)(7) hereof;

8. "Bond calls," pursuant to Sections 5(c) and 5(a)(8) hereof;

9. "Defeasances," pursuant to Sections 5(c) and 5(a)(9) hereof;

10. "Release, substitution, or sale of property securing repayment of the Series 2019 Bonds," pursuant to Sections 5(c) and 5(a)(10) hereof;

11. "Ratings changes on the Series 2019 Bonds," pursuant to Sections 5(c) and 5(a)(11) hereof;

12. "Bankruptcy, insolvency, receivership or similar event" pursuant to Sections 5(c) and 5(a)(12) hereof;

13. "Merger, consolidation, or acquisition" pursuant to Sections 5(c) and 5(a)(13) hereof;

14. "Appointment of a successor or additional trustee or a change in the name of a trustee" for the Series 2019 Bonds pursuant to Sections 5(c) and 5(a)(14) hereof;

15. "Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material" pursuant to Sections 5(c) and 5(a)(15) hereof;

16. "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties" pursuant to Sections 5(c) and 5(a)(16) hereof;

17. "Failure to provide annual financial information as required," pursuant to Section 3(b)(ii) or Section 3(c) hereof, together with a completed copy of Exhibit A to this Disclosure Agreement;

18. "Other material event notice (specify)," pursuant to Section 8 hereof, together with the summary description provided by the Disclosure Representative; and

(iv) provide CFX evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) CFX may adjust the Annual Filing Date upon change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to CFX, consisting of or cross-referencing the following:

(i) The Audited Financial Statements.

(ii) Annual, updated historical financial formation and operating data for CFX of the type included under the tables titled:

a. "DESCRIPTION OF THE SYSTEM -Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System;"

b. "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for Selected Expressway Segments;"

c. "SYSTEM REVENUES - CFX System Toll Rates, As of July 1, 2019;"

d. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Total System Toll Revenues;"

e. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical System Operating, Maintenance and Administrative Expenses;" and

f. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Debt Service Ratio."

(b) Audited Financial Statements will be included in the Annual Report; provided, however, if the Audited Financial Statements are not completed prior to March 31 of any year, CFX shall provide unaudited financial statements on such date and shall provide the Audited Financial Statements as soon as practicable following their completion. Audited Financial Statements will be provided pursuant to Section 3(d) hereof.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which CFX is an "obligated person" (as defined by the Rule), which have been previously filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. CFX will clearly identify each such document so incorporated by reference.

If CFX has not filed the Annual Report when due, then CFX or the Dissemination Agent, on behalf of CFX, shall file a notice with each Repository as required by the Rule.

SECTION 5. Reporting of Notice Events.

(a) The occurrence of any of the following events, with respect to the Series 2019 Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements relating to the Series 2019 Bonds reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series 2019 Bonds, or material events affecting the tax-exempt status of the Series 2019 Bonds;

7. Modifications to rights of Holders of the Series 2019 Bonds, if material;

8. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

9. Defeasances of the Series 2019 Bonds;

10. Release, substitution, or sale of property securing repayment of the Series 2019 Bonds, if material;

11. Rating changes on the Series 2019 Bonds;

12. Bankruptcy, insolvency, receivership or similar event of CFX;

13. The consummation of a merger, consolidation, or acquisition involving CFX or the sale of all or substantially all of the assets of CFX, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an Obligated Person, any of which affect the Holders of the Series 2019 Bonds, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

CFX shall promptly, and in no event later than ten (10) Business Days after the occurrence thereof, notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to immediately report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that CFX desires to make, the written authorization of CFX for the Disclosure Dissemination Agent to disseminate such information, and the date CFX desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify CFX or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within the earlier of: two (2) Business Days after receipt of such notice or nine (9) Business Days from the occurrence of such event, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to immediately report the occurrence pursuant to subsection (c), together with the text of the disclosure that CFX desires to make, the written authorization of CFX for the Disclosure Dissemination Agent to disseminate such information, and the date CFX desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by CFX as prescribed in subsection (a) or (b)(ii) of this Section 5 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly, and in any event within in one (1) Business Day, file a notice of such occurrence with each Repository.

SECTION 6. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events and Voluntary Reports filed pursuant to Section 8(a), CFX shall indicate the

full name of the Series 2019 Bonds and, to the best of its knowledge, the 9-digit CUSIP numbers for the Series 2019 Bonds as to which the provided information relates. CFX by providing the CUSIP numbers is not representing or certifying as to the accuracy thereof.

SECTION 7. Additional Disclosure Obligations. CFX acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to CFX, and that the failure of the Disclosure Dissemination Agent to so advise CFX shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. CFX acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 8. Voluntary Reports.

(a) CFX may instruct the Disclosure Dissemination Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent CFX from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If CFX chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, CFX shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 9. Termination of Reporting Obligation.

(a) The obligations of CFX and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2019 Bonds (i) upon the legal defeasance, prior redemption or payment in full of all of the Series 2019 Bonds of such issue, (ii) when CFX is no longer an Obligated Person with respect to the Series 2019 Bonds, or (iii) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

(b) If in the opinion of nationally recognized bond counsel satisfactory to CFX, the Rule shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder, and if and to the extent in the opinion of nationally recognized note counsel satisfactory to

CFX, the Rule, or any provisions thereof, shall be declared by a federal court of competent and final, non-appealable jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Series 2019 Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder.

(c) If a termination or cessation described in either Section 9(a) or (b) hereof occurs prior to the final maturity of the Series 2019 Bonds, CFX shall give or cause to be given notice of such event in the same manner as for a Notice Event under Section 5(c) hereof.

SECTION 10. Disclosure Dissemination Agent. CFX has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. CFX may, upon 30 days' written notice to the Disclosure Dissemination Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of CFX or DAC, CFX agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2019 Bonds. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to CFX.

SECTION 11. Remedies. In the event of a failure of CFX or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement, it being CFX's position that money damages would be inadequate recompense and/or difficult to ascertain. A default under this Disclosure Agreement shall not constitute a default on the Series 2019 Bonds or be deemed an Event of Default under the Bond Resolution or under any other document relating to the Series 2019 Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 12. Duties, Immunities and Liabilities of Disclosure Dissemination Agent. The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent CFX has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by CFX and shall not be deemed to be acting in any fiduciary capacity for CFX, the Holders of the Series 2019 Bonds or any other party. The Disclosure

Dissemination Agent shall have no responsibility for CFX's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether CFX has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of CFX at all times.

SECTION 13. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, CFX and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to CFX to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2019 Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided CFX shall not be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, CFX shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time by giving not less than 20 days' written notice of the intent to do so together with a copy of the proposed amendment to the Disclosure Dissemination Agent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of CFX, the Disclosure Dissemination Agent, the Underwriters, and the Holders from time to time of the Series 2019 Bonds, and shall create no rights in any other person or entity.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the internal laws of the State (without regard to conflict of law principles thereof), provided that, to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretation thereof.

SECTION 16. No Personal Liability. None of the members or employees of CFX shall be charged personally with any liability, or held liable under any term or provision of this Disclosure Agreement because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

THE DISCLOSURE OBLIGATIONS UNDER THIS DISCLOSURE AGREEMENT ARE NOT OBLIGATIONS OF BREVARD COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY,

FLORIDA, OSCEOLA COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA OR THE STATE.

SECTION 17. Severability. In case any part of this Disclosure Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal or invalid portions were not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Agreement affect any legal and valid application.

SECTION 18. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following page]

The Disclosure Dissemination Agent and CFX have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Disclosure Dissemination Agent

By:_____
Authorized Signatory

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Chairman

By:_____
Executive Director

EXHIBIT A
NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Issuer:	Central Florida Expressway Authority
Obligated Person:	Central Florida Expressway Authority
Name of Bond Issue:	Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2019A and Series 2019B
Date of Issuance:	November __, 2019

NOTICE IS HEREBY GIVEN that the Central Florida Expressway Authority ("CFX") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated November __, 2019, between CFX and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. CFX has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated:_____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of CFX

_____

cc: Issuer
Obligated Person

EXHIBIT B
MATERIAL EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to each Repository pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D). Issuer's and/or Other Obligated Person's Name:

Central Florida Expressway Authority

Issuer's Six-Digit CUSIP Number:

.....

or Nine-Digit CUSIP Number(s) of the notes to which this material event notice relates:

.....

Number of pages of attached material event notice: _____

Description of Material Events Notice (Check One):

1. __Principal and interest payment delinquencies
2. __Non-Payment related defaults
3. __Unscheduled draws on debt service reserves reflecting financial difficulties
4. __Unscheduled draws on credit enhancements reflecting financial difficulties
5. __Substitution of credit or liquidity providers, or their failure to perform
6. __Adverse tax opinions or events affecting the tax-exempt status of the security
7. __Modifications to rights of securities holders
8. __Note calls
9. __Defeasances
10. __Release, substitution, or sale of property securing repayment of the securities
11. __Rating changes
12. __Bankruptcy, insolvency, receivership or similar event
13. __Merger, consolidation, or acquisition
14. __Appointment of successor or additional trustee or a change in name of trustee
15. __Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. __Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties
17. __Failure to provide annual financial information as required
18. __Other material event notice (specify):

I hereby represent that I am authorized by CFX or its agent to distribute this information publicly:

Signature:

.....

Name:.....Title:.....

Employer: Digital Assurance Certification, L.L.C. Address:.....

City, State, Zip Code:.....

Voice Telephone Number: .....

EXHIBIT D

FORM OF TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

[Attached]

TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

THIS TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT (this "Agreement"), dated as of **[*]**, 2019, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, having its designated office in Philadelphia, Pennsylvania (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Authority, by the Bond Resolution (as hereinafter defined), has designated the Trustee as Trustee, Paying Agent and Registrar for its $[*] Senior Lien Revenue Bonds, Series 2019A and its $[*] Senior Lien Revenue Bonds, Series 2019B, dated and delivered as of the date hereof (collectively, the "Series 2019 Bonds"); and

WHEREAS, the Authority and the Trustee desire to set forth the Trustee's duties as Trustee, Paying Agent and Registrar and the compensation to be paid to the Trustee for its services;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

SECTION 1. DUTIES. The Trustee agrees to serve as Trustee, Paying Agent and Registrar for the Series 2019 Bonds and to perform the duties of Trustee, Paying Agent and Registrar as specified in or contemplated by that certain Amended and Restated Master Bond Resolution adopted by the Authority on February 3, 2003, as supplemented from time to time, as particularly supplemented by that certain Twenty-Fifth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bonds, in one or more Series or Subseries, adopted by the Authority on October 10, 2019 (collectively, the "Bond Resolution") in connection with the issuance of the Series 2019 Bonds. The Trustee is authorized to do business in Florida and carry out the duties and obligations contemplated herein. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Bond Resolution.

SECTION 2. DEPOSIT OF FUNDS. The Authority shall deposit or cause to be deposited with the Trustee into the appropriate funds and accounts created under or pursuant to the Bond Resolution and established and maintained for the purposes hereof by the Trustee, on or before the Business Day prior to the date payment is due on the Series 2019 Bonds, sufficient funds from System Pledged Revenues pledged for the payment of the Series 2019 Bonds under the Bond Resolution to pay when due and payable the principal of, premium, if any, and interest on the Series 2019 Bonds.

SECTION 3. USE OF FUNDS; CANCELED SERIES 2019 BONDS. The Trustee shall use the funds received from the Authority pursuant to Section 2 of this Agreement to pay the principal of and interest on the Series 2019 Bonds in accordance with the Bond Resolution. The Trustee shall destroy the canceled Series 2019 Bonds in accordance with its retention policy then in effect.

SECTION 4. STATEMENTS. Each month during the term of this Agreement, or as often as the Trustee normally distributes statements for similar accounts, the Trustee shall prepare and shall send to the Authority written statements of account relating to all transactions effected by the Trustee pursuant to this Agreement.

SECTION 5. OBLIGATION TO ACT. The Trustee shall be obligated to act only in accordance with the Bond Resolution and any written instructions received in accordance therewith; provided, however, that the Trustee is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

SECTION 6. RELIANCE BY TRUSTEE. The Trustee may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit or other document delivered to it pursuant to the Bond Resolution.

SECTION 7. COUNSEL; INDEMNITY. The Trustee may consult with counsel (licensed to practice in Florida) of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Bond Resolution in good faith and in accordance with the opinion of such counsel. The Trustee shall have no liability or responsibility for any statement made by the Authority or any other person in connection with the issuance of the Series 2019 Bonds, or for the use or application of any money received by the Authority in connection with the Series 2019 Bonds. The Trustee may rely upon any instructions provided to it by the Authority in connection with its duties and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with such instructions. No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it. The Trustee may act through agents and shall not be responsible for the negligence or willful misconduct of any agent appointed by the Trustee with due care. To the fullest extent permitted by applicable law, the Authority will indemnify the Trustee (including its directors, officers and employees) for, and hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with its acceptance or administration of its duties hereunder. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Trustee hereunder and the termination of this Agreement.

SECTION 8. FEES AND EXPENSES. In consideration of the services rendered by the Trustee under this Agreement, the Authority agrees to and shall pay to the Trustee its proper fees and all expenses, charges, attorneys' fees and other disbursements incurred by it or its attorneys, agents and employees in and about the performance of its powers and duties under this Agreement as set forth in the attached **EXHIBIT A**. The Trustee shall not be obligated to allow and credit interest upon any moneys in respect of principal, interest or premium, if any, due in respect of the Series 2019 Bonds, which it shall at any time receive under any of the provisions of the Bond Resolution or this Agreement.

SECTION 9. FURNISHING INFORMATION; AUTHORIZATION. The Trustee shall, at all times, when requested to do so by the Authority, furnish full and complete information pertaining to its functions under this Agreement and shall without further authorization, execute all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

SECTION 10. TERMINATION; EXPIRATION. Subject to the terms of the Bond Resolution, either of the parties hereto, at its option, may terminate this Agreement after giving ninety (90) days written notice to the other party of its intention to terminate this Agreement, and this Agreement may be terminated at any time by mutual consent of the parties hereto. This Agreement shall expire without further action upon final payment of the Series 2019 Bonds and the interest appertaining thereto.

SECTION 11. SURRENDER OF FUNDS, REGISTRATION RECORDS; NOTIFICATION OF BONDHOLDERS. In the event of a termination of this Agreement, the Authority shall deliver any reasonable, proper and necessary releases to the Trustee (in a form reasonably acceptable to the Trustee and the Authority) upon demand by the Trustee and the Trustee shall upon demand by an Authorized Officer of the Authority pay over the funds on deposit with the Trustee under this Agreement in connection with the Series 2019 Bonds and surrender all registration books and related records to or upon the order of the Authority, and the Authority may appoint and name a successor to act as Trustee, Paying Agent and Registrar for the Series 2019 Bonds. The Authority shall, in such event, at its expense, notify all holders of the Series 2019 Bonds of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2019 Bonds.

SECTION 12. NONASSIGNABILITY. This Agreement shall not be assigned by either party without written consent of the other party.

SECTION 13. MODIFICATION. No modification of this Agreement shall be valid unless made by a written agreement, duly executed and approved by the parties hereto.

SECTION 14. SEVERABILITY. Should any section or part of any section of this Agreement be declared void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

SECTION 15. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

SECTION 16. MERGER OR CONSOLIDATION OF THE TRUSTEE. Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party or to which the Trustee sells or transfers all or substantially all of the bond administration portion of its corporate trust business, shall be the successor Trustee, Paying Agent and Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, provided, however, that such corporation or association must be eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity.

SECTION 17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents and their official seals to be affixed and attested as of the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

(SEAL)

By: _____
Name: Jay Madara, Chairman

ATTEST:

By:_____
Name: Mimi Lamaute
Title: Executive Assistant

[Signature Page to Trustee, Paying Agent and Registrar Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee, Paying Agent and Registrar

(SEAL)

By: _____
Its: Authorized Officer

[Signature Page to Trustee, Paying Agent and Registrar Agreement]

EXHIBIT A

FEES AND EXPENSES

[See Attached]

CONSENT AGENDA ITEM #10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Marc Ventura, Manager of Accounting and Finance MV

DATE: October 1, 2019

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

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for advice and the solicitation and evaluation of proposals for insurance coverage. Our current insurance policy with Florida Municipal Insurance Trust (FMIT), administered by the Florida League of Cities, for Workers Compensation/Employer's Liability, General Liability & Public Officials Liability, Automobile Liability, and Property & Crime expired on September 30, 2019. The insurance carriers allowed CFX to bind their policies pending Board approval, so there would be no lapse in coverage.

In addition to FMIT, Gallagher marketed CFX's insurance package program to Safety National, Travelers, and Summit. The three (3) other carrier proposals were not as competitive as FMIT's renewal proposal. The quote from FMIT for coverage from October 1, 2019 to September 30, 2020 has a policy premium of $177,195.

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

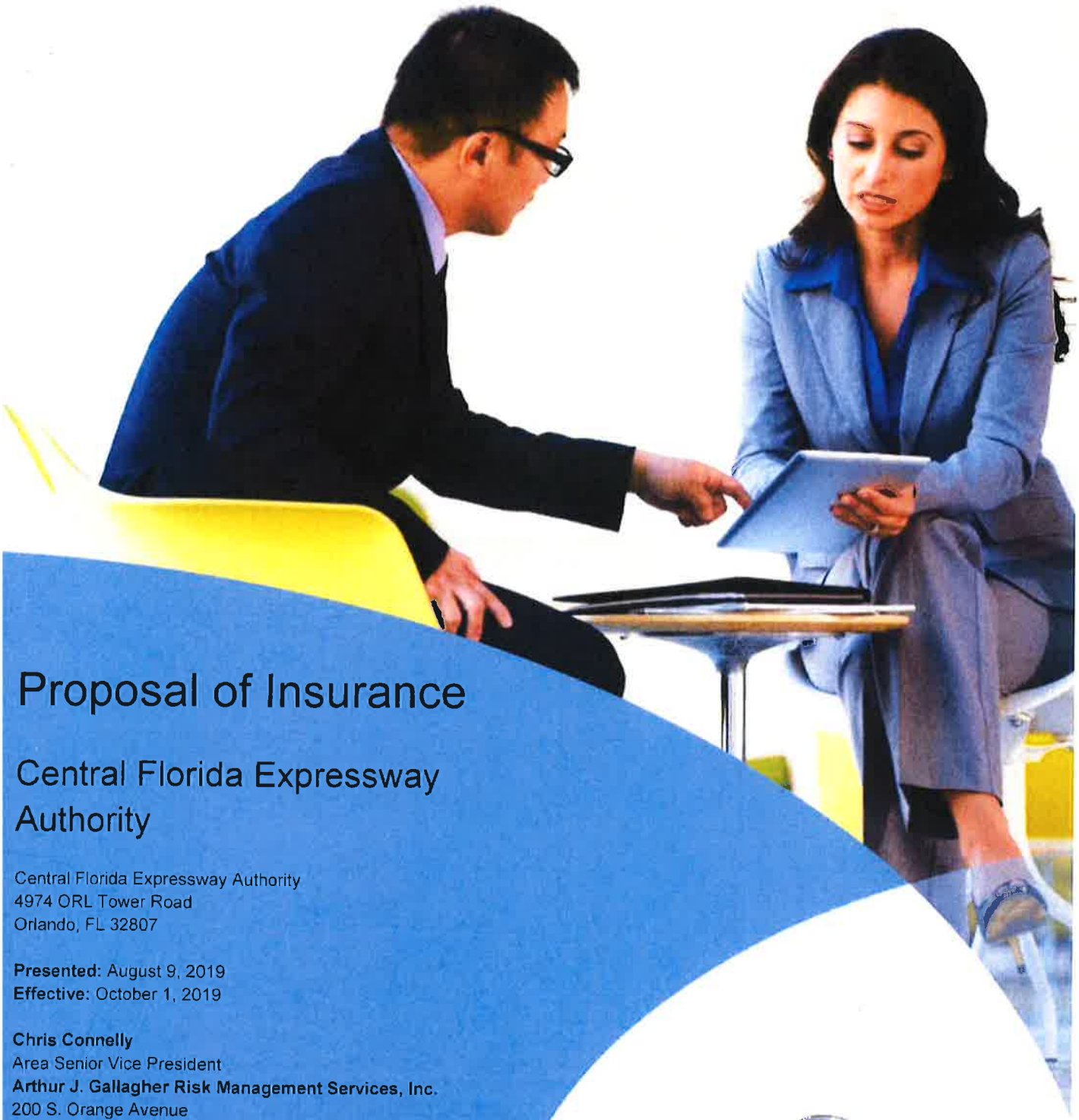
- FMIT is one of the few insurers which is able/willing to provide coverage for the unique exposure posed by CFX's roadways.
- Gallagher has found FMIT to have an on-going stable program.
- This quote is competitively solicited as noted above.

Gallagher also obtained quotes for cyber liability from three carriers for coverage of $5 million. Gallagher recommends the coverage offered by ACE/Chubb at a premium of $25,492.

The total premium of both FMIT and ACE/Chubb is $202,687.

Board approval to accept Gallagher's recommendations for insurance policies with FMIT and ACE/Chubb for coverage period October 1, 2019 to September 30, 2020 at a total premium not to exceed $207,000 (which will allow for possible slight increases or additions for property) is requested.

Reviewed by: _____
Michael Carlisle, Director of Accounting and Finance



Proposal of Insurance

Central Florida Expressway Authority

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

Presented: August 9, 2019
Effective: October 1, 2019

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

Gallagher CORE360™

Gallagher

Insurance | Risk Management | Consulting

ajg.com

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Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration. CFX's October 1st renewals include your liability and workers compensation package program with FMIT (FL League of Cities) along with your standalone cyber insurance program. We've included this brief executive summary to outline the renewal results for these lines of coverage for the 10/1/2019 renewal term.

CFX Exposure & Claims Overview

The main factors driving this year's liability, workers compensation and cyber renewal negotiations were the increase in CFX's exposure, adverse CFX claims experience and the current property market conditions. These areas created some headwinds going into this year's renewal negotiations. Despite these challenges, we were able to secure stable, cost-effective renewals from FMIT (package) and Chubb (cyber).

We've provided a brief snapshot below of the Authority's exposure changes below:

Exposure	2018	2019	% CHANGE
Property (insured values)	$34,176,261	$34,131,820	-0.13%
Workers Comp (payroll)	$7,374,876	$7,739,455	4.94%
Revenues	$433,943,000	$485,526,445	11.89%
Employee Count	74	75	1.35%
Vehicle Count	16	17	6.25%

Unfortunately, CFX has experienced a few large losses which have negatively impacted it's loss ratio which had an influence on this year's renewal. Since CFX has a relatively low premium base (roughly $160,000) one or two large claims can have a significant impact on your loss record.

Provided below is a summary of the large losses impacting your liability program:

Coverage Line	Date of Loss	Total Incurred
E&O/POL	7/1/2012	$776,368
E&O/POL	4/1/2017	$55,216
GL	7/19/17	$275,000

2019 Liability & Workers Compensation Renewal Results

We presented the CFX package program to three carriers this year in an effort to provide the most comprehensive and cost effective insurance program. Safety National, Travelers, and Summit were approached and were not able to offer a competitive proposal as compared to FMIT.

FMIT's 2019 renewal proposal did reflect a rate increase due to the prior losses, exposure increases, and current property market conditions due to the active 2017 and 2018 storm seasons. FMIT's package premium for 2019 is $202,687 which represents a $16,289 (8.7%) increase from 2018's renewal. This is a good outcome given the loss history and exposure growth.

Typically FMIT also provides a member credit back to CFX which has been each year for the last several years. Due to the hurricane claims experience in 2017 (Irma) and 2018 (Michael) the board opted to not provide member dividends for the upcoming policy term.

FMIT continues to be the best option for CFX as it is for other expressway authorities. In 2018, we solicited proposals from PRM, Brit and Travelers in addition to the carriers contacted in 2019. Through the years, we've reached out to over 15 markets, including both insurance carriers and governmental pools, and FMIT continues to be the most competitive option for CFX given

your size and low current policy deductibles. In prior years, we evaluated moving the Authority's property coverage for your non-toll assets to the larger bridge/overpass policy with Zurich; however, the Authority found the low deductibles of the FMIT program more advantageous.

Additionally, we have provided deductible options to consider with FMIT should the Authority desire to retain more risk. We are not recommending these options as the deductible credits to increase to a $25,000 deductible are minimal and don't offset the historic claims costs so there is not an incentive for CFX to retain more risk.

Cyber & Privacy Liability
CFX currently maintains a standalone cyber insurance program – we recommended carving out this exposure from the FMIT program in order to provide for higher coverage limits, improved coverage terms and direct access to the response services available via your insurers.

In 2018, we marketed the cyber insurance program and were able to secure an extremely favorable proposal from Chubb which reduced costs by 38% as compared to the Travelers incumbent renewal. This program maintained the Authority's current program limit of $5,000,000 which applies to a broad range of cyber coverage including ransomware attacks, breach response services, and third party liability resulting from a cyber incident.

This year, CFX's revenue increased by 11.9%. The reason this is important is revenue is the main rating basis for cyber insurance policies. Despite this revenue increase, Chubb's renewal proposal only represents a $976 (4%) premium increase from 2018. The prior policy through Travelers cost $39,000 and this year we approached AIG who indicated $47,000 as opposed to Chubb's 2019 renewal premium of $25,492.

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

Chris Connelly, ARM-P, ARe
Area Senior Vice President

Maura Jordan, CIC
Client Service Manager

Isabel Herbach, ARM, AAI
Client Service Executive

Friday August 9, 2019

Service Team

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

NAME / TITLE	PHONE	EMAIL
Chris Connelly, ARM-P, ARe Area Senior Vice President	(407) 563-3513	Chris_Connelly@ajg.com
Erica Connick, AAI, ARM-P, CSRM Area Senior Vice President	(407) 563-3554	Erica_Connick@ajg.com
Isabel Herbach, ARM AAI Client Service Executive	(407) 563-3541	Isabel_Herbach@ajg.com
Maura Jordan, CIC Client Service Manager Sr. (Backup)	(407) 563-3511	Maura_Jordan@ajg.com
Carmen Bishop, AAI Client Service Manager Sr. (Backup)	(407) 563-3546	Carmen_Bishop@ajg.com
Monica Storts Client Service Manager II (Backup)	(407) 563-3542	Monica_Storts@ajg.com

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

Premium Summary

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

LINE OF COVERAGE		EXPIRING PROGRAM CARRIER	EXPIRING PROGRAM EXPIRING COST	PROPOSED PROGRAM CARRIER	PROPOSED PROGRAM ESTIMATED COST
Package	Premium	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	-	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	$177,195.00
	Estimated Cost		**$161,882.00**		**$177,195.00**
	Annualized Cost		$161,882.00		-
	TRIA Premium		Included		$0.00
Cyber Liability	Premium	ACE American Insurance Company (ACE Group)	-	ACE American Insurance Company (ACE Group)	$25,492.00
	Estimated Cost		**$24,516.00**		**$25,492.00**
	Annualized Cost		-		-
	TRIA Premium		-		$0.00
Total Estimated Program Cost			**$186,398.00**		**$202,687.00**

Quote from **ACE American Insurance Company (ACE Group)** is valid until **10/1/2019**

Quote from **Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)** is valid until **10/1/2019**

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

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

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

CONSENT AGENDA ITEM
#11

protiviti
Risk & Business Consulting
Internal Audit

MEMORANDUM

TO: CFX Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

DATE: August 12, 2019

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on June 20, 2019.

1. Toll Revenue Audit
2. Accounting and Finance Controls Review
3. Ransomware Review
4. Fiscal 2020 Internal Audit Plan

Reviewed by:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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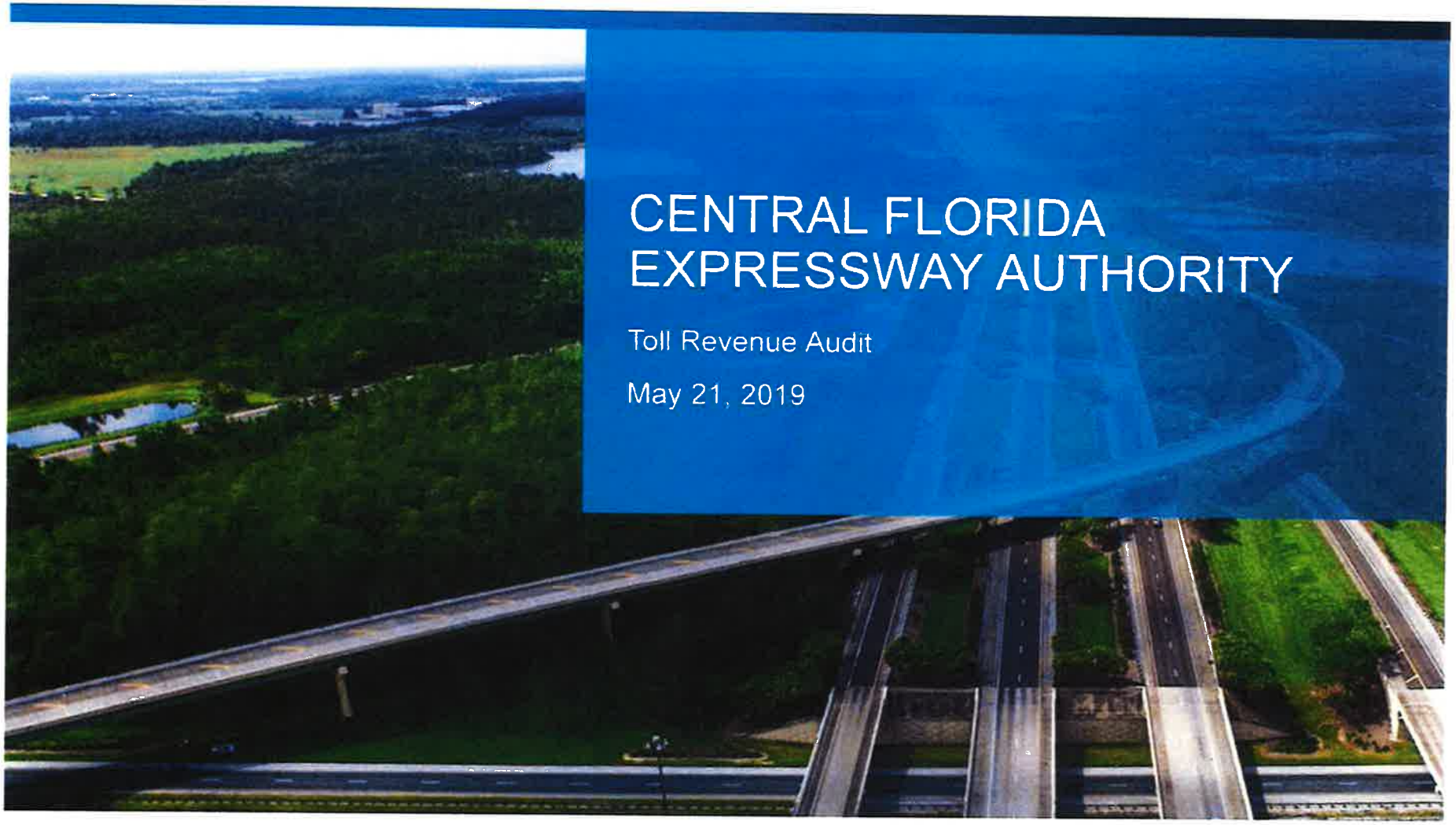

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Toll Revenue Audit

May 21, 2019

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EXECUTIVE SUMMARY

Overview

The Central Florida Expressway Authority ("CFX") owns and operates 118 miles of roadway in Central Florida. The roadways include State Road (SR) 408 (Spessard L. Holland East-West Expressway), SR 528 (Martin B. Andersen Beachline Expressway), SR 417 (Central Florida GreeneWay), SR 429 (Daniel Webster Western Beltway and Wekiva Parkway), SR 414 (John Land Apopka Expressway), SR 451, SR 453 (Mount Dora Connector), SR 538 (Poinciana Parkway), and SR 551 (Goldenrod Road Extension).

In accordance with the fiscal year 2019 Internal Audit Plan, Internal Audit reviewed and tested key controls of the two primary components of Toll Revenue in CFX's Comprehensive Annual Financial Report: Cash Toll Collections and Electronic Toll Collections. For fiscal year ended June 30, 2018, Cash Toll collections were $51 million (12%) and Electronic Toll collections were $364 million (82%). CFX also collected $27 million (6%) through "post pay" collections, most of which were collected through Pay By Plate invoicing. Collectively, these revenue streams accounted for total tolling revenue of $442 million in fiscal year 2018.

Cash Toll Collections

The CFX system includes 118 centerline miles, 815 lane miles (including ramps), 69 interchanges, 335 bridges and 14 mainline toll plazas. Each main toll plaza offers manned lanes, and most offer Automatic Coin Machines (ACM) lanes. The number of manned lanes and ACM lanes at each plaza vary based on traffic patterns, construction, and other factors influencing plaza operations.

CFX engages a third party contractor to manage day-to-day lane operations and cash toll collections. The contractor is responsible for staffing the toll plazas, including hiring, training, and monitoring employees, all controls around the physical security of cash maintained at the plazas from the point of collection through the time of deposit, monitoring of the electronic tolling system, and the audit procedures to identify variances between tolls collected, expected revenue, and cash deposited.

Electronic Toll Collections

Customers who utilize CFX's roadways have the option of establishing a prepaid E-PASS account and using a transponder. Each time customers use a toll facility where E-PASS is accepted, an antenna at the toll plaza (Automatic Vehicle Identification, or "AVI") reads the transponder and identifies the customer's account. The appropriate toll is then electronically deducted from the prepaid account.

CFX has entered into interoperability agreements with other agencies that allow transponders maintained with SunPass, LeeWay, and E-ZPass, among others to be utilized on CFX's roadways. In addition, CFX has interoperability agreements that allow E-PASS customers to use their transponders to access and pay for parking at the Orlando International Airport.

In October 2018, CFX launched the E-PASS Xtra toll transponder, a toll transponder that works on toll roads and bridges in 18 states from Florida to Maine and west to Illinois. The new E-PASS Xtra transponder is only available through E-PASS, but the transponder is compatible with all toll roads in Florida and everywhere E-PASS and E-ZPass are accepted. Customers are able to manage toll travel with one account for travel in 18 states.

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EXECUTIVE SUMMARY

Overview

Electronic Toll Collections (cont.)

The day-to-day operations associated with E-PASS accounts are outsourced to a third party contractor. The contractor is responsible for providing the personnel necessary to operate the E-PASS Customer Service Centers, including servicing customers and processing account maintenance through walk-in service centers, a call center, mail, email, fax and the E-PASS website. Operations include other back office activities and reconciliation activities.

Pay By Plate Toll Collections

Pay By Plate toll invoicing is an option to "pay as you go" and choose to forgo the benefits of E-PASS toll rates. With Pay By Plate, an image of the vehicle's license plate is captured as the vehicle passes through the toll plaza. The toll rate for that particular plaza plus a processing fee is assessed to the vehicle. A monthly toll invoice is then generated and mailed to the registered owner of the vehicle. The owner can pay the invoice over the phone, online, or through a Touch-n-Buy kiosk powered by Blackstone and located throughout the state in check cashing stores, local groceries and gas stations.

When an account becomes delinquent and meets CFX's established unpaid toll thresholds and conditions, the owner is assessed a citation, which can be paid through the Clerk of Courts or directly to CFX. CFX may also issue a vehicle registration hold If the vehicle owner's account is delinquent.

Tolling Systems

CFX has contracted with a third party contractor to implement a $85 million project to design, install and maintain a new, innovative electronic toll collection system for over 300 toll lanes. The new system, Infinity Digital Lane System, is expected to improve the accuracy, reliability and automation of electronic and Pay By Plate tolling operations. As part of the technology upgrade, the contractor is integrating its advanced vehicle classification and identification systems combined with an image processing system called QFREE, to enhance the system's precision and automation. The contractor also established a Maintenance Monitoring Center (MMC) to track system performance in real time, 24 hours a day, 365 days a year. The contractor will be responsible for the ongoing maintenance of the toll system and will use the MMC to monitor, respond to and prevent equipment issues before they occur.

CFX plans to convert all lanes over to the new Infinity system. As of May 2019, the open road tolling (ORT) lanes at 9 plazas as well as one toll ramp and two coin machine lanes (not in production) have been converted to the new system.

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EXECUTIVE SUMMARY

Overview

The toll revenue process is highly dependent on various electronic systems to capture, process, and report toll revenue. The systems that significantly impact the toll revenue process are as follows:

- **Advanced Revenue Collection System (ARCS)** – The ARCS database stores transactional data generated and transmitted by the respective toll plazas. For this database, Internal Audit tested the effectiveness of controls in place around computer operations (e.g., data backups, job scheduling, and batch processing).
- **Toll Revenue Information Management System (TRIMS)** – TRIMS supports customer service center operations including the maintenance of customer account information and processing of payments. For this system, Internal Audit tested the effectiveness of controls in place around logical security (i.e., access-based controls).
- **EDEN** – EDEN is CFX's general ledger system developed by a third-party vendor, Tyler Technologies, Inc. For this application, Internal Audit tested the effectiveness of controls in place around logical security, computer operations, and change management.
- **Infinity Digital Lane System** – Infinity is the new electronic tolling system currently being implemented across CFX's network of plazas and ramp gantries.
- **QFREE Image Review Software** – QFREE is a component of the newly installed Infinity system, which captures images of vehicles passing through Pay By Plate toll lanes.

Beachline Gantry Rebate

In February 2016, CFX removed the SR 528 Airport Toll Plaza. The toll revenue previously collected at this plaza is now collected by Florida's Turnpike Enterprise at the Beachline West Toll Plaza. As such, a portion of the toll revenue collected at this plaza is recorded as CFX revenue. CFX has implemented a rebate program to reimburse eligible customers for the CFX portion of the toll. For a customer paying a combined toll of $2.00, $0.50 represents the Florida's Turnpike's toll revenue and $1.50 represents CFX's toll. With this combined $2.00 toll structure, customers on the following trips are eligible for $1.50 rebate: 1) entering SR 528 westbound at Boggy Creek Road and passing through the Beachline West Plaza, and 2) traveling eastbound on SR 528 passing through the Beachline West Plaza and then exiting at Boggy Creek Road.

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EXECUTIVE SUMMARY

Current Developments

SunPass Toll Backlog

In June 2018, Florida's Turnpike Enterprise's SunPass transitioned to a new tolling system. The transition was planned to occur over a one week window, but due to delays was extended to over three months. The delays created a backlog of SunPass Toll-By-Plate and electronic transponder transactions billings. In September 2018 and January 2019, SunPass retroactively billed the backlog of electronic tolling and Toll-By-Plate transactions, respectively.

Impact of SunPass Toll Backlog to CFX

When SunPass issued the batched transaction billings in September 2018 and January 2019, SunPass customers were charged the full amount of their respective backlogged transactions, causing many SunPass and E-PASS customer accounts to incur a negative balance on their associated transponder accounts. Depending on how long an account held a negative balance and the amount of that negative balance, SunPass deactivated the delinquent customer's transponder. As a result, when these deactivated SunPass customers subsequently incurred charges on CFX roads, the transactions were processed as a Pay By Plate transaction.

Pay By Plate transactions processed by CFX increased from approximately 8,000 per day before the new SunPass toll system implementation to over 14,000 per day in October 2018. As of February 2019, Pay By Plate activity was approximately 11,000 transactions per day. Transponder transactions, including interoperable partner transponder transactions, are collected at a rate of 98%, compared to 62% for Pay By Plate transactions. As a result of the increased Pay By Plate activity, CFX changed the way it is recording revenue. CFX now accrues revenue for Pay By Plate transactions at 62% of the expected revenue value, rather than recording the revenue as it is collected.

Many E-PASS customer prepaid balances could have been exhausted by the backlogged transactions, and some customers experienced instances of duplicate or inaccurate transactions. Because of this, CFX has provided their customers an opportunity to review, accept, or dispute the backlogged SunPass charges.

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EXECUTIVE SUMMARY

Current Developments

In addition to the delay in revenue collection caused by the SunPass system replacement, CFX incurred greater operating costs as a result of increased call center activity from customer inquiries, increased violation enforcement activity, increased Pay By Plate invoice mailings, and special customer relations mailings.

New Tolling System - CFX Image Review

CFX has experienced certain challenges with the implementation of the image review software component of the new tolling system.

- Issue #1: As of the time of audit, images were not flowing in a timely manner from the in-lane QFREE image capture to the image database, creating a backlog for image review. The third party contractor responsible for installing and maintaining the new Infinity system is working to investigate and resolve this issue.
- Issue #2: The new image review software that enables auto match is not performing at the expected, agreed-upon thresh holds, which has caused an abnormally high volume of images to be sent for manual review and has increased workloads to process images. CFX is currently working with their third party contractor to resolve this issue by improving the image capture and system automation capabilities and has temporarily increased the number of contractors performing manual image review to alleviate the backlog.

Objectives

The objectives of the toll revenue audit were to:

1. Evaluate the design and operating effectiveness of existing internal controls to ensure that revenue data captured at the point of origin is completely and accurately recorded to the financial statements;
2. Evaluate the design and operating effectiveness of physical safeguard controls around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts/other reconciling activities);
3. Evaluate the design and operating effectiveness of controls in place around processing revenue adjustments to customer accounts;
4. Evaluate the design and operating effectiveness of monitoring controls surrounding the review toll revenue reporting; and
5. Evaluate the design and operating effectiveness of IT general controls (ITGC's) around supporting IT systems and core components of the new Infinity System and QFREE Image Review Software.

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EXECUTIVE SUMMARY

Project Scope and Approach

The scope of work included:

- Documenting current state processes,
- Key control identification and design review,
- Testing of key controls around the two components of toll revenue: cash toll collections and electronic toll collections,
- Evaluating the operating effectiveness of the Beachline Rebate Gantry,
- Evaluating the completeness of tolling transaction data captured by the tolling system,
- Evaluating IT General Controls ("ITGC")

In addition, since CFX was in the process of implementing the new tolling system at the time of audit, specific focus was placed on reviewing the key controls around the new Infinity System and the QFREE Image Review Software. Areas of focus included the following:

- Completeness and accuracy of the transaction data capture and reported
- License plate image capture accuracy
- Revenue reporting reconciliations
- System error notification monitoring

The approach to conduct the audit consisted of the following steps:

- Conducting interviews of CFX management within Accounting and Finance, Operations, Information Technology, and vendors that manage day-to-day plaza operations, cash collections, and E-PASS account management
- Documenting process and system transaction data flowcharts
- Testing cash management controls, cash collections and revenue recognition controls, bank reconciliations, interoperability reconciliations, E-Pass account management and adjustments including the set up of non-revenue accounts, physical security controls, and toll maintenance.
- Performing an ITGC risk mapping exercise to identify toll revenue risks not covered under previously tested ITGCs and performing supplemental audit procedures to close any gaps.
- Substantive procedures to gain comfort over the Infinity to ARCS data transfer.
- Re-calculating the total population and dollar value of all beachline gantry rebates for the period of January 1st, 2019 and February 28th, 2019.

The testing period for the audit was July 1, 2018 to February 28, 2019.

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EXECUTIVE SUMMARY

Summary of Procedures and Results

Internal Audit reviewed and evaluated key internal controls specific to cash toll collections, electronic toll collections, and the supporting IT systems. Overall, the results of this audit confirmed that numerous internal controls are in place and operating effectively and as intended, and CFX is working with its vendor to address the identified issues associated with the tolling system replacement. As a result of this audit, Internal Audit identified four opportunities to further strengthen the overall control environment as summarized below.

Process Owner	Key Areas Reviewed	Total Controls Tested	Number of Observations	Observation Reference	Relative Priority
CFX IT Management	Badge Access	1	1	1	Medium
Customer Service and Account Management Third Party Provider	Revenue Adjustments	6	0		
	Transaction Processing	5	0		
	E-PASS Account Management	2	1	2	Low
Toll Operations Third Party Provider	Transaction Processing	5	1	3	Low
CFX Accounting	Electronic Toll Revenue Recording	4	0		
	Cash/Check Revenue Recording	1	0		
	Pay By Plate Revenue Recording	3	0		
Toll Installation and Maintenance Third Party Provider	Beachline Gantry Rebate	1	0		
	AVI System Maintenance	1	1	4	Low
	Totals:	29	4		

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

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DETAILED OBSERVATIONS

Observation 1 – Access to E-PASS Mailroom

Relative Priority – Medium

All employees and contractors are issued a unique badge and passcode for accessing the various areas of the CFX Headquarter building. Access to the mailroom, where all checks and cash received from customers through the mail are sorted, is more tightly restricted. Users with access to the mailroom must be active employees or contractors with a valid business reason for requiring access to the mailroom. Upon termination, it is the responsibility of the department manager to collect the employee's badge and notify the IT Help Desk via an online ticket system that the employee's access rights should be terminated immediately.

Of the 20 users selected for testing, Internal Audit identified 16 employees with access to the mailroom who did not have a valid business reason to require constant access. After further evaluation of the mailroom access listing with CFX management, a total of 50 active employees had access, which was deemed inappropriate and subsequently removed.

When access is not removed for a terminated employee or an active employee is given inappropriate access, there is an increased risk of unauthorized acquisition, use, theft or damage to the company's assets.

Recommendation

Internal Audit recommends that CFX implement a quarterly review of employee access to ensure access rights align with the employees job responsibilities.

Management Response

Management concurs.

Management Action Plan

On a quarterly basis, the Manager of E-PASS & Plaza Operations will review the list of users with badge access to the mailroom to ensure all users are appropriate. Access will be terminated for any users whose access is deemed inappropriate.

Action Plan Owner/Due Date

Fred Nieves, Manager of E-PASS & Plaza Operations / June 30, 2019

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DETAILED OBSERVATIONS

Observation 2 – Non-Revenue Account Set-up

Relative Priority – Low

When a new non-revenue account is established, TRIMS is configured with an automated system control which requires a Customer Service Representative (CSR) Supervisor's approval before the account can be activated. For private non-revenue accounts set up for handicapped drivers, the CSR Supervisor's approval is sufficient. For commercial non-revenue accounts, authorization from the Director of Toll Operations must be obtained before the account is set up in TRIMS.

There were only four non-revenue accounts opened during the period of July 1, 2018 to February 28, 2019. Of the four new accounts, one account was inappropriately classified as non-revenue. The CSR incorrectly classified the account as a commercial non-revenue account, the error was not identified by the CSR Supervisor, and the account was subsequently set up as a non-revenue account in TRIMS without Director of Toll Operations approval.

The account was opened on October 22, 2018 and as of the date of the audit the customer had 72 transactions totaling $74 for which no revenue was collected. Failure to correctly set up non-revenue accounts results in revenue leakage.

Recommendation

Internal Audit recommends that CFX implement a quarterly review of new commercial and private non-revenue accounts to ensure that all non-revenue accounts opened during the quarter were appropriate and properly approved.

Management Response

Management concurs.

Management Action Plan

A CFX Quality Specialist currently performs a weekly audit of all new private non-revenue accounts for appropriateness and proper approval. This audit will be changed to monthly and will be expanded to also include new commercial non-revenue accounts.

Action Plan Owner/Due Date

Dave Wynne, Director of Toll Operations / July 15, 2019

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DETAILED OBSERVATIONS

Observation 3 – Coin Vault Weighing and Deposit

Relative Priority – Low

Everyday, at each plaza, an armored car service picks up the daily deposit, including the Automatic Coin Machines (ACM) vaults. A Toll Service Supervisor (TSS) must be present and witnesses as the armored car service personnel weighs and records each coin vault before removing the coin vaults from the plaza. Once the weights are confirmed, both the TSS or Attending Toll Supervisor (ATS) and the armored car service personnel must sign the Vault Weighing Log asserting that the coin vault weights recorded are accurate. The armored car service provides a copy of the Vault Weighing Log to the bank upon deposit. The bank then re-weighs each coin vault, records the weights, and provides the final sign-off on the Vault Weighing Log.

For three of the 25 Vault Weighing Logs tested, the armored car service personnel did not record the vault weights. However, both the Toll Service Supervisor and armored car service personnel signed the log. Because the weights of the vaults were not recorded before the vaults were removed from the plaza, it is not possible to confirm whether or not the vaults were tampered with, or quantify the impact, if any, of possible fraudulent activity.

In addition, one Vault Weighing Log showed the armored car service personnel recorded the weights of two vaults as 99.99 pounds, while the bank recorded them as 30.6 and 19.3, respectively. Failure to accurately weigh and record coin vault weights increases the risk that the armored car service or receiving bank could tamper with vault or remove funds before the vault is weighed at the bank.

Recommendation

The third party contractor should develop a process for tracking repeat occurrences of instances when cash handling procedures are not executed properly. The third party contractor should also reinforce the importance of the vault weighing process with Toll Service Supervisors.

Management Response

Management concurs.

Management Action Plan

CFX will communicate Internal Audit's recommendation to the third party contractor and follow up to obtain their action plan for preventing further deviations from the standard cash handling procedures.

Action Plan Owner/Due Date

Dave Wynne, Director of Toll Operations / September 1, 2019

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DETAILED OBSERVATIONS

Observation 4 – System Support and Maintenance

Relative Priority – Low

The Infinity toll collection system is continuously monitored for system errors and outages by lane operators (AECOM), a third party provider (TransCore), and other system users. As errors and outages occur, tickets are submitted for resolution to the Maintenance Monitoring Center (MMC) operated by TransCore. Service level agreements have been established with third party providers to ensure that toll collection systems receive appropriate support and maintenance to meet the needs of the business. Service level agreements includes metrics for error acknowledgement, on-site response time, and issue resolution.

For six of the 28 system errors tested, at least one of the metrics exceeded the threshold of four hours to solution as defined within maintenance and support service level agreements. Additionally, one instance was identified where no support ticket had been created for an observed issue. However, the vendor is evaluated on a monthly average of acknowledgement, response, and repair times. Due to the nature of how support tickets are tracked, IA was unable to confirm whether or not the system maintenance and support violates contractually defined service level agreements.

Recommendation

Upon system acceptance and implementation of vendor performance penalties, CFX should continue to work with TransCore to maintain the established performance monitoring processes and ensure agreed upon performance requirements are being met. If agreed upon performance metrics are not being met, CFX should assess penalties in accordance with contractual agreements.

Management Response

Management concurs.

Management Action Plan

CFX will continue to monitor vendor performance and benchmark according to defined service level agreements.

Action Plan Owner/Due Date

Joann Chizlett, Director of Special Projects / December 31, 2020 (contingent upon acceptance of Infinity system)

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APPENDIX

Toll Revenue Risk Index

RISKS IDENTIFIED AND ADDRESSED THROUGH AUDIT PROCEDURES

E-PASS and Accounting

- Unauthorized account adjustments/credits are made to E-PASS accounts resulting in potential lost revenue.
- E-PASS employees modify and make adjustments to their personal E-PASS accounts resulting in unauthorized adjustments and potential lost revenue.
- Manual image review transactions are reviewed inaccurately, resulting in lost revenue.
- Non-revenue transponders are provided to customers without proper approval resulting in potential lost revenue.
- E-PASS personnel misappropriate E-PASS funds received in the mailroom or at the EPSC resulting in potential lost revenue.
- Toll Revenue transactions are not accurate or recorded in the proper period.
- Revenue from interoperability agreements are not properly recorded resulting in loss of revenue.
- E-PASS transaction is cross read by the Automatic Vehicle Identification (AVI) reader in another lane.
- License plate images transmitted by the System Controller to the system are not converted properly and cannot be used resulting in lost revenue.
- Pay By Plate customers are not invoiced, resulting in a loss of revenue.

Toll Plaza

- Loop and/or treadle sensors malfunction and vehicle axle counts are inaccurate resulting in lost revenue.
- Toll Service Attendants (TSA) and/or Toll Service Supervisors (TSS) misappropriate toll collections resulting in lost revenue.
- Toll collections for a plaza are suspended without proper authorization or justification. (i.e., customers pass through the plaza without paying, however special events mode was not authorized).
- Physical access to plaza counting room and safe room are not restricted resulting in lost revenue.
- Automatic Vehicle Identification (AVI), Manual Lane Terminal (MLT), Automatic Coin Machine (ACM), cameras, treadle and loop sensors malfunction resulting in lost revenue.
- Insufficient toll is collected for multi-axle vehicles passing through the staffed lane resulting in lost revenue.
- Transaction and financial data is lost due to equipment problems or damage resulting in misstated revenue.
- Toll collections are misappropriated (or miscalculated) by the third party service provider and/or CFX Accounting does not properly reconcile negative discrepancies resulting in lost revenue.
- Cash is not collected in timely manner, resulting in delayed recognition of revenue.

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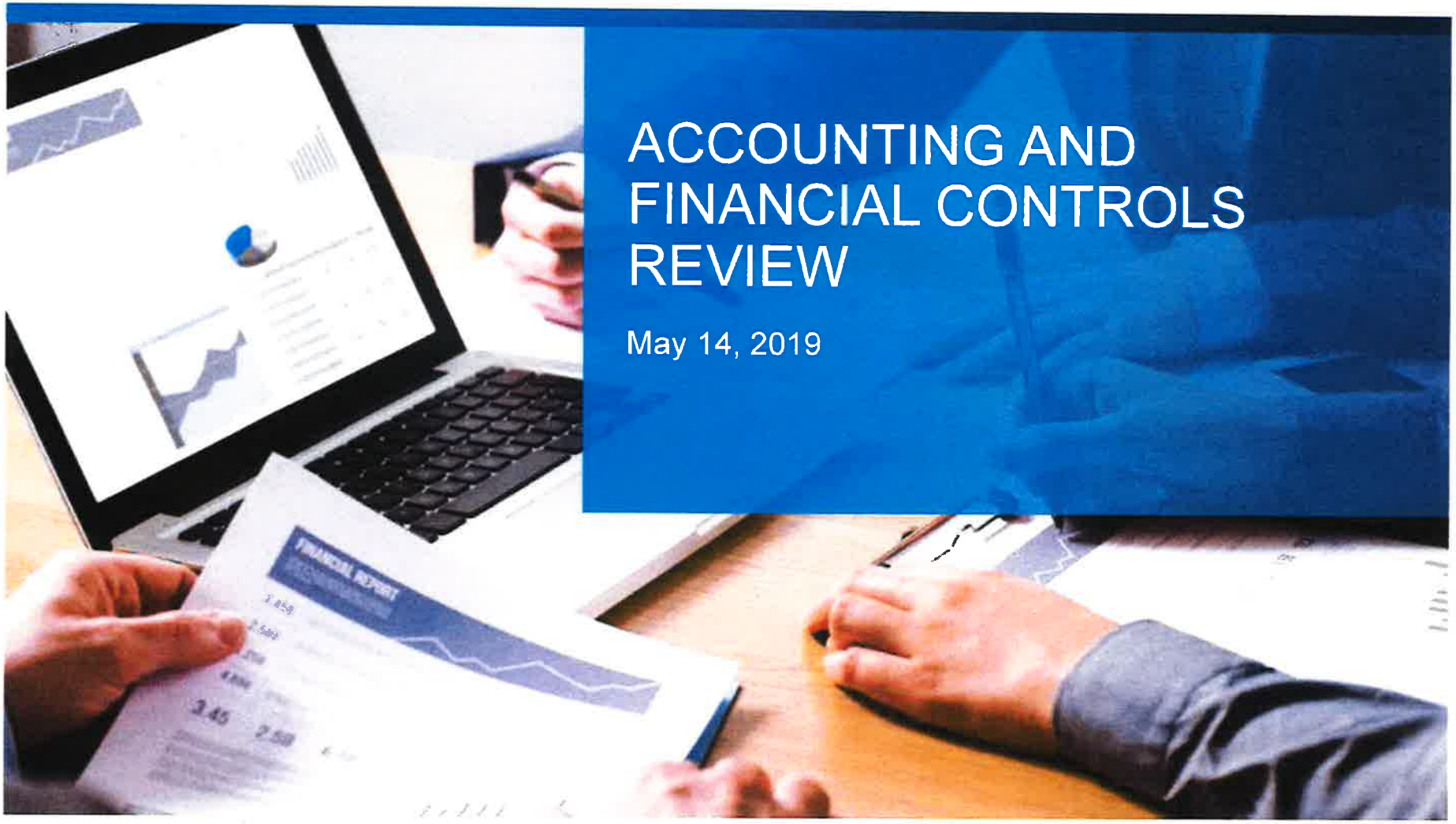

ACCOUNTING AND FINANCIAL CONTROLS REVIEW

May 14, 2019

Internal Audit, Risk, Business & Technology Consulting

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EXECUTIVE SUMMARY

Overview / Objectives / Scope and Approach

Overview

In accordance with the fiscal year 2019 Internal Audit Plan, Internal Audit conducted a review of the Central Florida Expressway Authority's current state of accounting processes and related design and effectiveness of internal controls within the accounting function.

The Institute of Internal Auditors defines internal controls as "any action taken by management, the board, and other parties to manage risk and increase the likelihood that established objectives and goals will be achieved. Management plans, organizes, and directs the performance of sufficient actions to provide reasonable assurance that objectives and goals will be achieved."

Effective internal controls within the accounting and finance function are important to help safeguard assets, ensure financial statement reliability, promote operational efficiency by improving the accuracy and timeliness of financial reporting, and encourage compliance with management's directives.

Internal controls within an accounting function are typically comprised of control activities such as authorization, documentation, reconciliation, security and the separation of duties. Controls are often broadly divided into preventative and detective activities. Preventive controls are designed to prevent errors, inaccuracy or fraud before it occurs. Detective controls are intended to uncover the existence of errors, inaccuracies or fraud that has already occurred. This audit was designed to cover all of the above.

Objectives

The objectives of this audit were to evaluate the design and operating effectiveness of key accounting and financial reporting controls, including those designed to detect or prevent fraud, and also to compare CFX's accounting and financial reporting controls to those typically found in a mature, well-controlled finance and accounting function.

Project Scope and Approach

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

Phase I – Interviews with Key Personnel

To identify primary risks and controls within the Accounting and Finance Department, Internal Audit conducted interviews with key personnel, focusing on the following 10 functional areas of accounting and reporting:

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EXECUTIVE SUMMARY

Overview / Objectives / Scope and Approach

Project Scope and Approach

Phase I – Interviews with Key Personnel

1. **General Ledger and Month-End Close** – Journal entry recording, account reconciliation preparation and review, fluctuation analysis, and accounting segregation of duties (SOD).
2. **Financial Reporting** – Financial statement preparation and review and access to the financial reporting system and shared drive.
3. **Revenue and Accounts Receivable** – Revenue reporting and monitoring and accounts receivable (collections, aging and valuation).
4. **Accounts Payable** – Vendor set-up, vendor management, invoice and payment processing, and segregation of duties.
5. **Budgeting and Forecasting** – Creating and modifying budgets and forecasts and budget to actuals variance analysis.
6. **Cash Management** – Bank account access management, payment authorization, bank reconciliations, and banking security.
7. **Investments** – Investment purchases, fair value accounting, performance reporting, and investment management.
8. **Fixed Assets** – Capital asset additions, Construction in Progress (CIP) transfers, disposals, inventory, and activity recording.
9. **Debt** – Debt issuance, swap transactions, covenant compliance, payments on existing debt, and performance reporting.
10. **Payroll and Benefits** – Payroll and benefit management, payroll system access, and segregation of duties.

Phase II – Evaluation of Design Effectiveness
Internal Audit reviewed procedural manuals related to primary accounting and finance functions detailed in Phase I to identify key internal controls, documented narratives with related risks and controls in Risk and Control Matrices (RCMs), and evaluated the design effectiveness of the controls in place.

Phase III – Testing of Operating Effectiveness
Internal Audit tested a total of 86 controls for operating effectiveness using a judgmental sampling approach. As part of this testing, Internal Audit evaluated segregation of duties over accounting and finance activities and mitigating controls for any identified conflicts that arose. Additional details on the procedures performed are included in Appendix A.

Phase IV – Analysis of Results
Internal Audit reviewed results against those controls typically found in a mature, well-controlled finance and accounting function to identify opportunities for improvement as highlighted on the following pages.

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SUMMARY OF RESULTS

Process Areas / Controls Tested

As a result of the procedures performed as part of this audit, six opportunities were identified that, if implemented, should strengthen CFX's overall accounting and financial reporting internal control environment. A summary of the areas reviewed and the opportunities identified is below.

Function	Functional Areas Reviewed	Total Controls Tested	Total Observations Noted
General Ledger and Month-End Close	Journal entry recording, account reconciliation preparation and review, fluctuation analysis, and accounting SOD	10	0
Financial Reporting	Financial statement preparation and review and access to the financial reporting system and shared drive.	9	3
Revenue and Accounts Receivable	Revenue reporting and monitoring and accounts receivable (collections, aging, and valuation)	8	1
Accounts Payable	Vendor set-up, vendor management, invoice and payment processing, and SOD	11	1
Budgeting and Forecasting	Creating and modifying budgets and forecasts and budget to actuals variance analysis	3	0
Cash Management	Bank account access management, payment authorization, bank reconciliations, and banking security	12	1
Investments	Investment purchases, fair value accounting, performance reporting, and investment management	16	0
Fixed Assets	Capital asset additions, Construction in Progress (CIP) transfers, disposals, inventory, and activity recording	6	0
Debt	Debt issuance, swap transactions, covenant compliance, payments on existing debt, and performance reporting	8	0
Payroll and Benefits	Payroll and benefit management, payroll system access, and SOD.	3	0
Total		86	6

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DETAILED OBSERVATIONS

Observation 1 – Vendor Master File Management

Relative Priority

Medium

General Ledger / Month-End Close

Accounts Payable

Cash Management

Financial Reporting

Revenue / Accounts Receivable

Debt

Observation

To create a new vendor or modify vendor information in the EDEN financial reporting system, the requesting party must submit a new/modify vendor request form to the Contract Compliance Analyst with the appropriate support documentation, W-9, and check request along with applicable management approvals.

Proper segregation of duties exists between the employees requesting vendor additions and changes and the Contract Compliance Analyst that enters the vendor into EDEN. However, there is no secondary review of vendor additions or modifications by the Contract Compliance Analyst once the vendor is added to EDEN.

Lack of a secondary review of modifications to the vendor master file increases the risk of vendors being entered incorrectly or fraudulently.

Recommendation

As a leading practice, Management should implement a periodic review of vendor master file updates by a member of the Accounting or Procurement departments to ensure accuracy and completeness of vendor entries.

Management Response

Management concurs.

Management Action Plan

CFX will implement a review of new vendors into the Accounting Clerk's review of invoices to ensure the vendor was entered completely and accurately. CFX will further implement a review of vendor changes into the CFO's monthly review procedures.

Action Plan Owner / Due Date

Lisa Lumbard, CFO / 8/31/2019

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DETAILED OBSERVATIONS

Observation 2 – Year-End Accounting Checklist

Relative Priority

Medium

GL / Month-End Close

Accounts Payable

Cash Management

Financial Reporting

Revenue / Accounts Receivable

Debt

Observation

A year-end accounting checklist is maintained electronically to track the performance of all tasks essential to the compilation of the financial statements. However, there is no evidence of a final review of the checklist by management to ensure the completion of all tasks included on the checklist.

Internal Audit identified one instance where there was no evidence of the completion of one task included on the year-end checklist. Without a final review of the checklist there is a risk that essential tasks that have an impact on the completeness and accuracy of the financial statements are not completed.

Recommendation

Management should implement and document a formal review of the year-end accounting checklist to ensure all tasks are completed.

Management Response

Management concurs.

Management Action Plan

CFX will implement a review of the year-end accounting checklist by the Director of Accounting and Finance prior to publishing the CAFR to ensure that all procedures have been completed. The review will be evidenced through electronic sign-off on the year-end annual checklist.

Action Plan Owner / Due Date

Mike Carlisle, Director of Accounting / 12/31/2019

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DETAILED OBSERVATIONS

Observation 3 – Banking Access Guidelines

Relative Priority

Medium

GL / Month-End Close

Accounts Payable

Cash Management

Financial Reporting

Revenue / Accounts Receivable

Debt

Observation

Procedures or guidelines do not exist to prohibit the use of non-highly secured devices, such as personal phones or connection to public Wi-fi, for online banking activities. This leaves the CFX vulnerable to theft of information and cybercrimes.

Recommendation

CFX should consider enhancing banking cybersecurity by creating procedures and guidelines that prohibit the use of non-secured devices for cash management activities.

Management Response

Management concurs.

Management Action Plan

CFX will enhance existing cybersecurity procedures by creating guidelines that prohibit the use of non-secured devices for cash management activities. CFX will also ensure employees with cash management responsibilities have the secured devices necessary to execute cash management activities.

Action Plan Owner / Due Date

Lisa Lumbard, CFO / 9/30/2019

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DETAILED OBSERVATIONS

Observation 4 – Daily Deposits

Relative Priority

- **Low**
- GL / Month-End Close
- Accounts Payable
- Cash Management
- Financial Reporting
- **Revenue / Accounts Receivable**
- Debt

Observation

Checks and cash received at the front desk of the CFX corporate office are delivered to the Accounting and Finance department prior to the close of each day. Current procedure dictates that the bank deposit is to be prepared by the Accounting Clerk and a copy is forwarded to the Accounting Specialist on a daily basis. Most deposits are deposited electronically. If electronic deposit is unavailable, the deposit is sent to the bank.

Of the 10 deposits tested, five deposits averaging $300K per deposit were not performed daily in accordance with procedure. The lead time prior to deposit ranged from two to five business days. Failure to deposit receipts in a timely manner increases the risk of theft or misplacement of cash.

Recommendation

Management should consider incorporating a review of the check deposit date against the date received to the Accounting Supervisor's monthly review of the check log, so delays in check deposits can be identified and appropriate follow-up action can be taken.

Management Response

Management concurs.

Management Action Plan

CFX will implement a procedure to deposit all checks that have been confirmed within 24 hours and document the reason for any check that is not deposited within the bank deposit supporting files.

Action Plan Owner / Due Date

Mike Carlisle, Director of Accounting / 6/30/2019

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DETAILED OBSERVATIONS

Observation 5 – Finalized Financial Statement Review

Relative Priority

- **Low**
- GL / Month-End Close
- Accounts Payable
- Cash Management
- **Financial Reporting**
- Revenue / Accounts Receivable
- Debt

Observation

At the close of the external audit, the draft CAFR is reviewed by the Accounting Supervisor, Manager of Accounting and Finance, the Director of Accounting and Finance, the CFO, and the Chief of Staff for reasonableness, completeness, and accuracy of the CAFR, including agreeing financial information in the CAFR to the EDEN trial balance. However, evidence of each party's final review, including resolution of any questions or discrepancies, is not documented with the exception of the CFO's sign-off on the final CAFR. Documentation of review procedures ensures that all required tasks are completed and provides evidence that any discrepancies between CFX records and the finalized CAFR are investigated and resolved.

Recommendation

Management should consider implementing a sign off requirement for all parties responsible for reviewing the final CAFR. Recommended review procedures may include review of the financial statements against prior years for reasonableness, a tie out of the CAFR and audited financial statements, and a review of disclosures for completeness and accuracy.

Management Response

Management concurs.

Management Action Plan

CFX will enhance the year-end accounting checklist to include sign-off procedures for the review of the financial data within the final CAFR.

Action Plan Owner / Due Date

Mike Carlisle, Director of Accounting / 12/31/2019

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DETAILED OBSERVATIONS

Observation 6 – Accounting and Disclosure Requirements Review

Relative Priority

- Low
- GL / Month-End Close
- Accounts Payable
- Cash Management
- **Financial Reporting**
- Revenue / Accounts Receivable
- Debt

Observation

CFX becomes aware of new or updated accounting and disclosure requirements through Governmental Accounting, Auditing, and Financial Reporting (GAAFR) updates provided to the CFO by the Government Finance Officers' Association (GFOA) and disbursed to the Accounting staff. The Accounting Supervisor, Manager of Accounting and Finance, and Director of Accounting and Finance are also members of the Florida Government Finance Officers' Association (FGFOA) and attend an annual conference and various webinars to stay informed of new or updated standards. CFX Accounting also meets with the external auditor to discuss new or upcoming requirements and receives comments from the GFOA on upcoming accounting pronouncements with implementation due dates. However, for changes that need to occur, there is currently no defined process, such as a checklist, to track new accounting pronouncements or required disclosures and the corresponding implementation dates. Leading practice recommends the use of an accounting and disclosure checklist to streamline financial statement preparation, track upcoming changes or additions to requirements, and ensure completeness of required disclosures.

Recommendation

Management should consider developing a checklist to help manage accounting and disclosure requirements and corresponding implementation dates for changes. In addition, a leading practice is to implement an annual control to review the CAFR against the checklist for accuracy of accounting pronouncements and completeness of disclosures. Evidence of review should be documented.

Management Response

Management concurs.

Management Action Plan

CFX will implement a formalized review of the GFOA comments from the prior year's CAFR to ensure accounting and disclosure requirements are appropriately reflected in the current year CAFR. The review will be evidenced by initial on the GFOA comments by the Director of Accounting and Finance.

Action Plan Owner / Due Date

Mike Carlisle, Director of Accounting / 12/31/2019

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Ransomware Review

Central Florida Expressway Authority

April 2019

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I. Executive Summary

Background

During the period between February 8th and March 11th, 2019, Internal Audit ("IA") performed a Ransomware Review for Central Florida Expressway Authority ("CFX"). The review focused on controls present in the CFX environment that would mitigate the risk associated with a ransomware attack.

Overview

This report represents the results of the Ransomware Review conducted by IA for CFX. IA reviewed the existing policies, procedures, and technologies surrounding controls implemented to help prevent, detect, and recover from a ransomware attack within the environment.

As a result of this review, IA identified five (5) observations (including three (3) High and two (2) Moderate rated observations) and one (1) improvement opportunity. The observations describe gaps with both process and technology related controls. Specifically:

- Outdated software
- Inappropriate user access
- Lack of multifactor authentication
- Misconfigurations surrounding backup reporting
- Backup jobs inappropriately
- Improvement opportunities surrounding Office 365

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II. Scope and Approach

Scope

The scope of this project was the policies, procedures, and technologies surrounding controls implemented to prepare, detect, prevent, and recover from a ransomware attack within the CFX environment.

Approach

IA's approach to performing the Ransomware Review included:

- Gaining an understanding of the approach and steps documented within the CFX Incident Response Plan to respond to ransomware attacks.
- Evaluating current technologies deployed to the CFX environment and their ability to prevent, detect, and contain a ransomware attack.
    - These technologies included:
        - Anti-Virus ("AV") / Advanced Threat Protection / Endpoint Detection and Response / Web Proxy solutions
        - IDS and IPS systems
        - Network Segmentation / Access Control mechanisms
    - Specific testing activities surrounding these technologies included:
        - Reviewing firewall and IPS configurations to identify behavior-based rules are in place to protect network devices.
        - Identifying ruleset configurations within the web proxy to monitor traffic and only permit authorized file sharing services for approved users.
        - Observing the AV management console utilized to monitoring agents on end-user workstations and servers to ensure identified threats are resolved and all agents are enabled and updated.
        - Reviewing the file integrity monitoring configurations for server and end-user workstations to monitor and alert upon unauthorized changes to critical system files that may indicate a compromise.
- Identifying channels by which ransomware could be delivered to CFX and discuss the above technologies ability to prevent, detect, and contain a ransomware attack for each channel with CFX personnel.
    - These channels included:
        - Email systems

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        - Network devices
        - USB ports
        - File Sharing Services
    - Specific testing activities surrounding these technologies included
        - Performing a walkthrough of configurations within Office 365 and identified filters in place to block emails based on geographical source, attachment file type, and known malicious domains.
        - Reviewing group policies configurations to disable USB ports on end-user workstations for users without a valid business purpose.
- Evaluating CFX's ability to correlate events such as data modification, configuration changes, and access changes related to ransomware attacks.
- Reviewing third party threat intelligence sources utilized to identify indicators of compromise related to emerging variants of ransomware.
- Reviewing CFX's process for performing backups and restorations of critical data and applications around the following areas:
    - Corruption testing
    - Secure storage
    - Logging and monitoring
- Reviewing previous incidents within the CFX environment involving malicious code or ransomware events.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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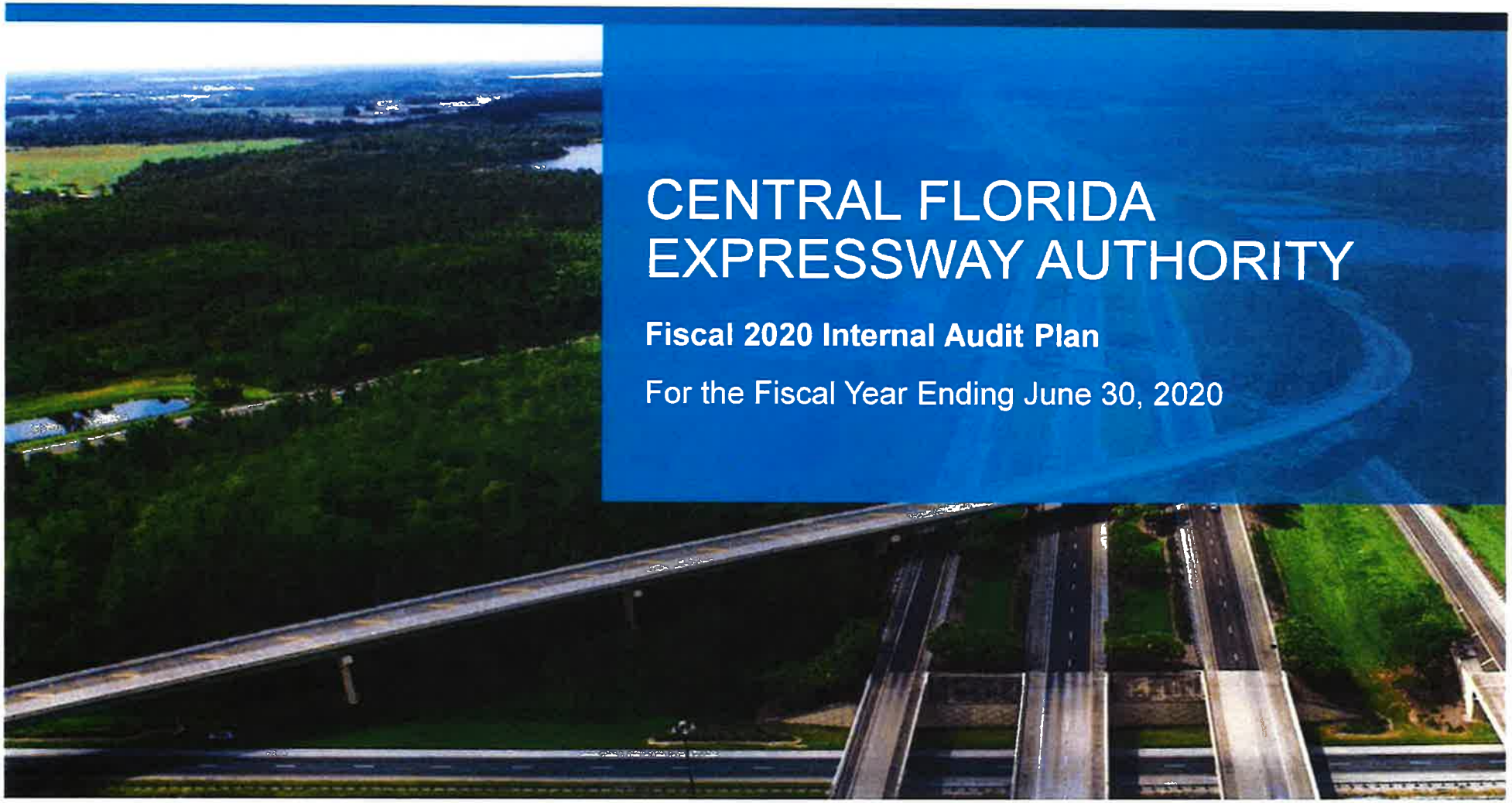

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Fiscal 2020 Internal Audit Plan

For the Fiscal Year Ending June 30, 2020

Internal Audit, Risk, Business & Technology Consulting

YOUR INTERNAL AUDIT TEAM

CFX Audit Committee

CFX Office of the General Counsel

Phil Fretwell
Quality Assurance
Managing Director

Jeff Tecau
Internal Audit
Managing Director

David Taylor
IT Audit
Managing Director

Teresa Mallary
Internal Audit
Associate Director

Chris Porter
IT Audit
Associate Director

Emily Picard
Internal Audit
Senior Manager

Other Internal Audit Manager, Seniors, and Consultants
Level and experience will be matched to project need

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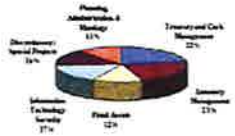
BACKGROUND

An annual risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2020 risk assessment is to identify and prioritize key areas of risk within CFX to consider in designing the fiscal 2020 Internal Audit plan. The approach to conduct the fiscal 2020 risk assessment and develop the fiscal 2020 Internal Audit plan is depicted below.

	Identify Key Areas of Risk to be Assessed	• Confirm and update prior year risk areas based upon review of prior year work papers, audit results, and discussions with staff • Determine preliminary risk ratings based upon prior year results
	Assess & Prioritize Areas of Risk	• Conduct interviews with management, the Board, and the Audit Committee Chair to confirm and validate the current enterprise risk model and gain additional insight around risk trending, key changes in the organization, and key initiatives • Aggregate and compile resulting information • Provide a graphical representation of enterprise risks on a risk heat map to prioritize residual areas of risk
	Select Focus Areas	• Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for fiscal year 2020 • Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus
	**Develop & Approve Audit Plan**	• Establish high-level scoping statements and levels of effort for proposed projects • Finalize budget allotments and propose projects for Audit Committee approval • Finalize proposed timing for selected projects • Finalize Internal Audit plan and obtain Audit Committee approval

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INTERVIEW LIST

The following 23 individuals were interviewed to gather information to develop the fiscal year 2020 Internal Audit plan:

Name	Title	Name	Title
Jay Madara	Board Chairman	**Lisa Lumbard**	Chief Financial Officer
Commissioner Brenda Carey	Board Vice Chairman	**Michelle Maikisch**	Chief of Staff and Public Affairs Officer
Mayor Jerry Demings	Board Member	**Joe Passiatore**	General Counsel
Commissioner Leslie Campione	Board Member	**Carrie Baker**	Contract Compliance Analyst
Commissioner Fred Hawkins, Jr.	Board Member	**Joann Chizlett**	Director of Special Projects
Andria Herr	Board Member	**David Wynne**	Director of Toll Operations
S. Michael Scheeringa	Board Member	**Glenn Pressimone**	Director of Engineering
Commissioner Curt Smith	Board Member	**Jim Greer**	Director of IT
Commissioner Betsy VanderLey	Board Member	**Michael Carlisle**	Director of Accounting and Finance
Megan Zee	Audit Committee Chairman	**Aneth Williams**	Director of Procurement
Laura Kelley	Executive Director	**Donald Budnovich**	Director of Maintenance
Joe Berenis	Chief of Infrastructure		

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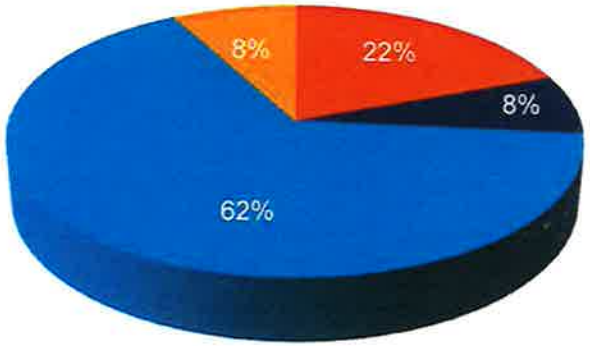
FY 2020 INTERNAL AUDIT COVERAGE

Strategic & Governance	Budget Allocation	Frequency
• Fiscal 2021 Internal Audit Plan and Risk Assessment	$25,000	Annual
• Prior Audit Recommendations: Semi-Annual Follow-up	$14,000	Annual
• COSO ERM Governance Review	$40,000	5 Year Cycle
• Public Records and Information Management Review	$40,000	3 Year Cycle
Financial		
• Procurement & Contract Billing Audits	$45,000	Annual
Operations & IT		
• DHSMV Data Security Assessment	$25,000	Annual
• DAVID Data Security Assessment	$20,000	Annual
• PCI Assessment with Report on Compliance	$85,000	Annual
• P-Card and Gas Card Audit	$20,000	5 Year Cycle
• Retail Transponder Sales and Visitor Toll Pass Review	$25,000	As Needed
• Marketing and Social Media Audit	$35,000	As Needed
• Secure Code Review	$40,000	As Needed
• RPA and Automation Review	$30,000	As Needed
• NIST Cybersecurity Framework Review	$45,000	As Needed
• Lane Scheduling and Customer Service Review	$30,000	As Needed
Other		
• Board and Audit Committee Meetings	$15,000	Annual
• Contingency for Special Projects	$30,000	Annual
Total Internal Audit Budget	**$564,000**	



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THREE YEAR INTERNAL AUDIT PLAN

Description	Frequency	Date Last Performed	Audit Plan Year		
			2020	2021	2022
Annual Internal Audits					
Internal Audit Plan and Risk Assessment	Annual	2019	X	X	X
Board and Audit Committee Meetings	Annual	2019	X	X	X
Prior Year Recommendations: Semi-Annual Follow-up	Annual	2019	X	X	X
Procurement & Contract Billing Audits	Annual	2019	X	X	X
DHSMV Data Security Assessment	Annual	2019	X	X	X
DAVID Data Security Assessment	Annual	2019	X	X	X
PCI Assessment with Report on Compliance	Annual	2019	X	X	X
Contingency for Special Projects	Annual	N/A	X	X	X
Cyclical Audits					
COSO ERM Governance Review	5 Year Cycle	2015	X		
Public Records and Information Management Review	3 Year Cycle	2017	X		
P-Card and Gas Card Audit	5 Year Cycle	N/A	X		
Customer Service Center Performance Assessment	2 Year Cycle	2019		X	
Ethics Policy Compliance Audit	3 Year Cycle	2018		X	
IT General Controls Review	3 Year Cycle	2018		X	
Information Security Risk Assessment	3 Year Cycle	2018		X	
Bond Financing Review	5 Year Cycle	2016		X	
Right of Way Audit	5 Year Cycle	2016		X	
Toll Revenue Audit	3 Year Cycle	2019			X
Business Continuity Management Review	5 Year Cycle	2017			X
Purchasing Spend Data Audit	5 Year Cycle	2017			X
Accounting System Access and SOD Review	5 Year Cycle	2017			X
Human Resources Process Review	5 Year Cycle	2017			X
Safety and Maintenance Policy and Procedures Compliance Audit	5 Year Cycle	2018			
Toll Violations and Toll-by-Plate Audit	5 Year Cycle	2018			
As Needed Audits					
Retail Transponder Sales and Visitor Toll Pass Review	As Needed	N/A	X		
Marketing and Social Media Audit	As Needed	N/A	X		
Secure Code Review	As Needed	N/A	X		
RPA and Automation Review	As Needed	N/A	X		
NIST Cybersecurity Framework Review	As Needed	N/A	X		
Lane Scheduling and Customer Service Review	As Needed	N/A	X		
Sensitive Data Review	As Needed	2014			
ITS Security Review	As Needed	2015			
Accounting and Financial Controls Review	As Needed	2019			
IT Project Management Review	As Needed	2019			
Ransomware Review	As Needed	2019			
Cyber Security Incident Response Review	As Needed	2019			
Cloud Security Review	As Needed	N/A			

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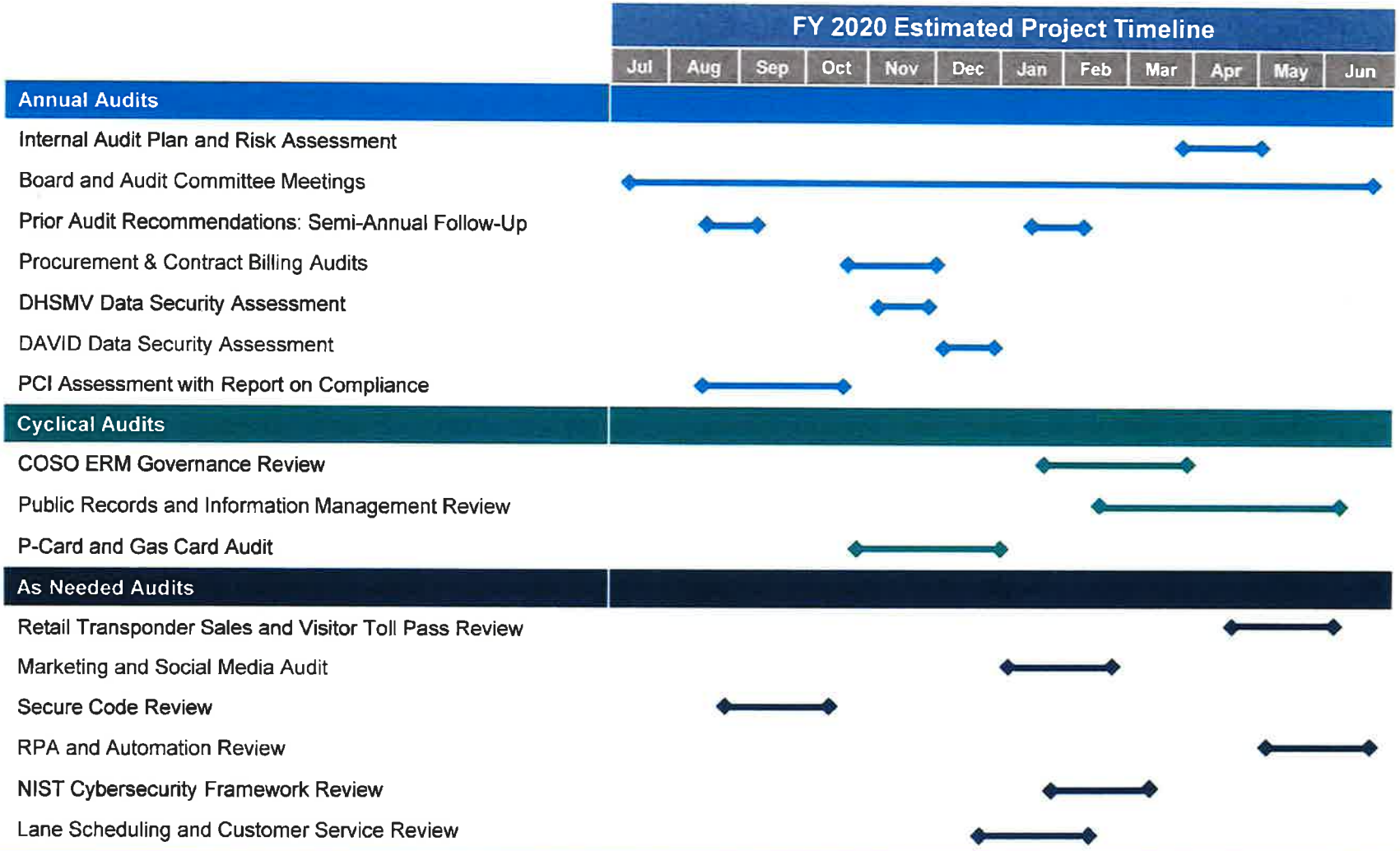
INTERNAL AUDIT TIMELINE



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FY 2020 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks	Estimated Cost
1	**Internal Audit Plan and Risk Assessment**	We will conduct a risk assessment to highlight the Expressway Authority's current year risk profile, to identify risk trends, and to form the foundation for the fiscal year 2021 Internal Audit Plan. In addition, we will conduct the annual review of the completeness of the fraud risk universe and annual refresh of the fraud risk assessment. The information and findings will be utilized to develop the 2021 Internal Audit plan, with a focus on addressing opportunities identified during the risk assessment process.	Strategic Planning Fraud Governance	$25,000
2	**Board and Audit Committee Meetings**	Protiviti will attend Board meetings and prepare for and present at all Audit Committee meetings during fiscal year 2020. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings.	Governance	$15,000
3	**Prior Audit Recommendations: Semi-Annual Follow-up**	This work will focus on semi-annual follow-up on the status of all OPEN action plans from prior year audits. In addition, internal audit will consider re-auditing closed recommendations for selected areas from prior year audits as requested by management or the Audit Committee.	Governance	$14,000
4	**Procurement & Contract Billing Audits**	This audit will encompass a selection of 2 or 3 engineering, construction, maintenance, operations, or legal contracts, with the objective of verifying internal controls are in place to ensure work performed for CFX has been billed in accordance with contractual terms and conditions. The work will include reviewing procurement, reviewing contract SLA's, testing pricing and hours worked for accuracy and validity, testing invoice approvals, testing vendor compliance with other contractual obligations, and using data analytics to identify high risk vendors and/or change orders.	Contract Management Contract Performance Reporting Cost Containment Procurement and Vendor Selection	$45,000
5	**DHSMV Data Security Assessment**	The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information.	Cyber / Data Security	$25,000
6	**DAVID Data Security Assessment**	The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Driver and Vehicle Information Database ("DAVID") Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information	Cyber / Data Security	$20,000

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FY 2020 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks	Estimated Cost
7	**PCI Assessment with Report on Compliance**	This project will be to fully test CFX's compliance with the PCI Data Security Standard, (PCI-DSS) version 3.2 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS.	Cyber / Data Security	$85,000
8	**COSO ERM Governance Review**	This audit will involve an evaluation of the Expressway Authority's governance procedures and internal controls leveraging the COSO ERM and COSO 2013 internal control frameworks as leading practice guidelines.	Governance Ethical Compliance	$40,000
9	**Public Records and Information Management Review**	This review will focus on CFX's records and information management processes and the four cornerstones of a sustainable information governance program: 1. Compliance with internal policies and legal and regulatory requirements 2. Operational efficiencies to minimize disruptions to business operations and improve ways to create, use and dispose of data 3. Cost savings from practical solutions that reduce storage and retrieval costs, as well as requirements for responding to investigations, litigation or regulatory requests 4. Defensible processes in routine business operations that allow organizations to demonstrate reasonable and good faith efforts when challenged Data retention surrounding electronic communications via email, mobile, and voice mail will also be reviewed to identify technology needed to assist with capturing and retaining data from such communication.	Records Management	$40,000
10	**P-Card and Gas Card Audit**	The objective of the project will be to review P-card and Gas procurement expenditures to verify purchases are adequately supported and are for valid business purposes.	Cost Containment Fraud	$20,000

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FY 2020 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks	Estimated Cost
11	**Retail Transponder Sales and Visitor Toll Pass Review**	Given new marketing initiatives, increases in new EPASS accounts, and additional channels for signing up new customers, the project will entail a review of the processes in place to market transponder sales, a review of the channels used to convert new accounts, and how CFX manages physical inventory and sales of transponders through the different channels (consignment versus purchase and sale).	Cost Containment Customer Satisfaction Public Relations	$25,000
12	**Marketing and Social Media Audit**	This audit will encompass a review of the policies and procedures surrounding CFX social media use and communication, and comparing those policies and procedures to other business of similar complexity. The following areas will be reviewed: Develop and Communicate Strategy, Sustain Leadership, Promote Culture, Manage Community, Refresh Content and Programming, Enforce Policies and Governance, Deploy Tools, Measure and Report.	Public Relations Communication Cyber / Data Security	$35,000
13	**Secure Code Review**	This review will assess the security of production code for applications that are developed in-house. Application's functionality, security standards, and coding practices will be reviewed through documentation and by conducting both automated and manual analysis against the Open Web Application Security Project ("OWASP") framework.	Cyber / Data Security	$40,000
14	**RPA and Automation Review**	This project will include an assessment of CFX's business and opportunities to apply Robotic Process Automation to business processes that are manual, routine, repetitive, and time consuming in nature. Hours allocated to this project may be used to develop use cases, cost benefit analyses, and prototype BOT development for an area of significant opportunity for efficiency gains.	Cost Containment	$30,000
15	**NIST Cybersecurity Framework Review**	This review will compare the Expressway Authority's information security practices and procedures to the NIST Cyber Security Framework. This framework is widely recognized as the benchmark for assessing/creating overall information security programs.	Cyber / Data Security	$45,000

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FY 2020 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks	Estimated Cost
16	**Lane Scheduling and Customer Service Management Review**	Protiviti will conduct a review of the lane scheduling process and related customer service management processes, with an objective of providing ideas to improve customer experience and/or enhance staffing efficiency. This project will involve an analysis of current state processes, review of staffing models, review of customer service policies and procedures, and use of key performance indicators used to measure and monitor service levels.	Cost Containment Customer Satisfaction Public Relations	$30,000

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APPENDIX A
INTERNAL AUDIT CHARTER

INTERNAL AUDIT CHARTER

Central Florida Expressway Authority
Fiscal 2020 Internal Audit Department Charter

Mission & Purpose

The mission of the internal audit department is to provide CFX Board with independent, objective assurance and consulting services designed to add value, improve the Expressway Authority's operations, and enhance transparency. The purpose of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight into whether Expressway resources are responsibly and effectively managed to achieve intended results. The internal audit department helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Standards & Professionalism

Internal audit will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Definition of Internal Auditing, the Code of Ethics, and International Standards for the Professional Practice of Internal Auditing.

The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, the internal audit activity will adhere to the Expressway's relevant policies and procedures and the internal audit activity's standard operating procedures manual. Internal Audit will report periodically to senior management and the Board regarding the internal audit department's conformance to the Code of Ethics and the Standards.

Authority

The Internal Auditor is appointed by the Expressway Authority Board, and reports to them through the Audit Committee. The role of the Internal Auditor may be filled by an outside firm that provides internal audit services to the Expressway Authority on an outsourced basis. For administrative purposes, the Internal Auditor reports to the Office of the General Counsel. To establish, maintain, and assure that the Expressway Authority's internal audit department has sufficient authority to fulfill its duties, the Board will:

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INTERNAL AUDIT CHARTER

Authority (continued)

- Approve the internal audit department's charter.
- Approve the risk-based audit plan.
- Approve the internal audit department's budget and resource plan.
- Receive communications on the internal audit department's performance relative to its plan and other matters.
- Make appropriate inquiries of management and internal audit department to determine whether there is inappropriate scope or resource limitations.

Everything the Expressway Authority does is subject to assessment by internal audit. The Board authorizes the internal audit department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subject, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized service from within or outside the organization, as approved by the Audit Committee.

Internal Audit Plan

At least annually, the Internal Audit Department will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal/calendar year. The Internal Audit Department will communicate the impact of resource limitations and significant interim changes to senior management and the Board.

The internal audit plan will be developed based on a prioritization of audit universe using a risk-based methodology, including input of senior management and the Board. The Internal Audit Department will review and adjust the plan, as necessary, in response to changes in the organization's business, risks, operations, programs, systems, and controls. Any significant interim changes from the approved internal audit plan will be communicated to senior management and the Board through periodic activity reports.

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INTERNAL AUDIT CHARTER

Independence & Objectivity

The internal audit activity will remain free all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If it is determined that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises were made, and that they do not subordinate their judgment on audit matters to others.

To ensure independence, the internal audit function has no direct responsibility or any authority over any of the activities or operations of the Expressway. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the Expressway Authority or its affiliates.
- Initiating or approving transactions external to the internal audit department.
- Directing the activities of any CFX employee not employed by the internal audit department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

The Internal Auditor will disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties. The Internal Auditor will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. The Internal Auditor will make a balanced assessment of all the relevant circumstances and take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The Internal Audit Department will confirm to the Board, at least annually, the organizational independence of the internal audit activity. The Internal Audit Department will disclose to the Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

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INTERNAL AUDIT CHARTER

Scope

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of internal audit encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the Expressway Authority. Internal audit assessments include determining whether management's processes are adequate and functioning in a manner to ensure:

- Risks relating to the achievement of the Expressway Authority's strategic objectives are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information and the means used to identify, measure, analyze, classify, and report such information are relevant, reliable and understandable.
- Employee, officer, director, and contractor actions comply with policies, standards, procedures, and applicable laws, regulations, and governance standards.
- Resources and assets are acquired economically, used efficiently, and adequately protected.
- Results of programs, plans, and operations consistent with established goals and objectives are achieved.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the Expressway Authority.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.
- Means of safeguarding assets are adequate and, as appropriate, existence of such assets can be verified.
- Organization's risk management processes are effective.
- Quality of performance of external auditors and the degree of coordination with internal audit are appropriate.
- Specific operations are evaluated at the request of the Board or management, as appropriate.

Internal Audit also considers relying upon the work of other internal and external assurance and consulting service providers as needed. The internal audit department may perform advisory and related client service activities, the nature and scope of which will be agreed with the Expressway Authority, provided the internal audit department does not assume management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

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INTERNAL AUDIT CHARTER

Responsibility

The internal audit department's responsibility includes, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives. This includes:

- Ensuring each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Ensuring the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensuring the internal audit department collectively possesses or obtain the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensuring trends and emerging issues that could impact the Expressway Authority are considered and communicated to senior management and the Board as appropriate.
- Ensuring emerging trends and successful practices in internal auditing are considered.
- Establishing and ensuring adherence to policies and procedures designed to guide the internal audit department.
- Ensuring adherence to the Expressway Authority's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Ensuring conformance of the internal audit department with the Standards, with the following qualifications:
    - If the internal audit department is prohibited by law or regulation from conformance with certain parts of the Standards, the internal audit department will ensure appropriate disclosures and will ensure conformance with all other parts of the Standards.
    - If the Standards are used in conjunction with requirements issued by other authoritative bodies, the internal audit department will ensure conformance with the Standards, even if the internal audit department also conforms with the more restrictive requirements of other authoritative bodies.

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INTERNAL AUDIT CHARTER

Reporting & Monitoring

A written report will be prepared and issued by the Internal Audit Department following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the Board.

The internal audit report may include management's response and corrective action taken or to be taken in regard to the specific findings and recommendations. Management's response, whether included within the original audit report or provided thereafter (i.e. within thirty days) by management of the audited area should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented.

The internal audit activity will be responsible for appropriate follow-up on engagement findings and recommendations, and reporting periodically to senior management and the Board any corrective actions not effectively implemented. All significant findings will remain in an open issues file until cleared.

The Internal Audit Department will periodically report to senior management and the Board on the internal audit activity's purpose, authority, and responsibility, as well as performance relative to its plan and conformance with the IIA's Code of Ethics. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the Board. Results of audit engagements and other activities, resource requirements, and any response to risk by management that may be unacceptable to the Expressway Authority will also be communicated periodically to the Board.

Quality Assurance & Improvement Program

The internal audit activity will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of the internal audit activity's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

The Internal Audit Department will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years by a qualified, independent assessor or assessment team from outside the Expressway Authority.

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APPENDIX B
ENTERPRISE RISK ASSESSMENT

ENTERPRISE RISK ASSESSMENT

To assist with the development of the fiscal 2020 Internal Audit Plan, Internal Audit used the prior year risk model as the starting point for discussions with the Board and management. Internal Audit asked the Board and management to consider the current business environment, critical business initiatives, and prior year audit results to provide input on which risks warranted the most focus in today's environment. In addition, management was asked to identify any new risks that may not have been considered in past years for inclusion in the current risk model.

Internal Audit utilized the aggregated input obtained during interviews with the Board and management and from risk surveys of management to develop a list of potential internal audit projects for fiscal 2020, with the objective being to help the Audit Committee and management mitigate areas of highest residual risk, monitor areas of high inherent risk, or to mitigate areas where risks are trending higher.

Risk is defined as follows:

Risk:

- Is the possibility of an event occurring that will have a negative impact on the achievement of goals and objectives and could also include the cost of missing an opportunity.

Inherent Risk:

- Is the amount of risk to the business given the environment in which it operates, without considering the application of controls. The risks identified on the following page represent the risk areas deemed most important for CFX to manage and control in order to achieve its goals and objectives.

Residual Risk:

- Is the amount of risk remaining after the application of management controls. Residual risk was judgmentally considered for purposes of this fiscal 2020 audit plan in the selection of potential projects for inclusion in the plan. The results of the residual risk assessment are depicted via the Enterprise Risk Map on the following pages.

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ENTERPRISE RISK MODEL

Strategic and Governance

1. **Strategic Planning**
2. Organization Structure
3. Contingency Planning
4. Regulatory Changes
5. Access to Capital
6. Statewide Interoperability
7. **Governance**
8. Political Environment
9. **Ethical Compliance**
10. **Communication**
11. Leadership
12. Outsourcing
13. **Public Relations**
14. National Interoperability
15. Toll Rate Management
16. Asset and Liability Transfer Risk
17. Multimodal Opportunities

Financial

18. **Fraud**
19. Management Performance Reporting
20. Bond Financing / Covenant Compliance
21. **Cost Containment**
22. Treasury and Liquidity Management
23. Cash Handling
24. **Procurement and Vendor Selection**
25. **Contract Performance Reporting**
26. Financial Reporting
27. Right of Way

Operations and IT

28. Toll Violations
29. Toll Collections
30. Business / IT Applications and Systems
31. Human Resources
32. IT Infrastructure / Tolling System Infrastructure
33. IT Operations
34. Business Continuity / Disaster Recovery
35. Insurance Coverage
36. **Customer Satisfaction**
37. **Cyber / Data Security**
38. Toll Discounts / Rebates

Regulatory and Compliance

39. **Contract Management**
40. Maintenance and Safety
41. **Records Management**

Bold represents risks addressed by the FY 2020 Internal Audit plan.

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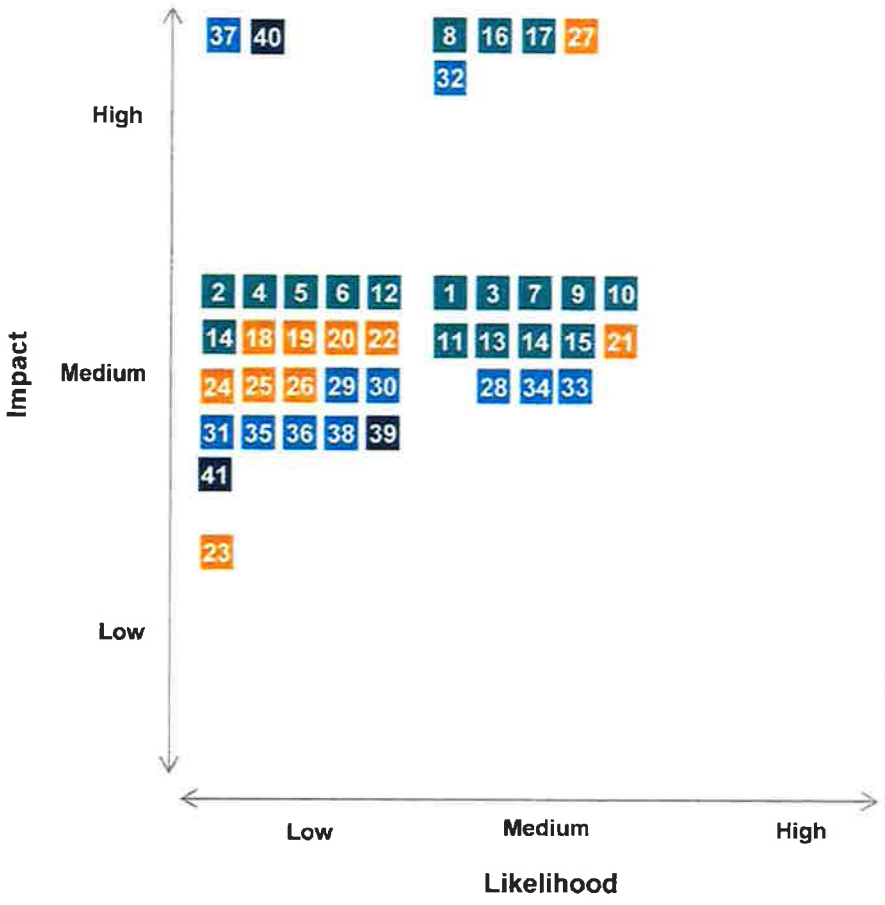
ENTERPRISE RISK MAP – RESIDUAL RISK



Strategic and Governance

1. Strategic Planning
2. Organization Structure
3. Contingency Planning
4. Regulatory Changes
5. Access to Capital
6. Statewide Interoperability
7. Governance
8. Political Environment
9. Ethical Compliance
10. Communication
11. Leadership
12. Outsourcing
13. Public Relations
14. National Interoperability
15. Toll Rate Management
16. Asset and Liability Transfer Risk
17. Multimodal Opportunities

Financial

18. Fraud
19. Management Performance Reporting
20. Bond Financing/Covenant Compliance
21. Cost Containment
22. Treasury and Liquidity Management
23. Cash Handling
24. Procurement and Vendor Selection
25. Contract Performance Reporting
26. Financial Reporting
27. Right of Way

Operations and IT

28. Toll Violations
29. Toll Collections
30. Business/IT Application Controls
31. Human Resources
32. IT Infrastructure / Tolling System Infrastructure
33. IT Operations
34. Business Continuity/Disaster Recovery
35. Insurance Coverage
36. Customer Satisfaction
37. Cyber / Data Security
38. Toll Discounts/Rebates

Regulatory and Compliance

39. Contract Management
40. Maintenance and Safety
41. Records Management

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KEY FRAUD RISKS

As part of the Enterprise Risk Assessment, Internal Audit discussed potential fraud risk scenarios with management and the Board and identified the following potential fraud scenarios for consideration when executing FY 2020 Internal Audit work.

- Unauthorized / improper use of corporate credit cards / misuse of funds
- Awarding of work to related parties
- Bribery / kickback to award bids
- Management disclosure of confidential information during procurement
- Theft or misuse of confidential financial information
- Billing for work not performed or vendor overbillings
- Circumvention of procurement
- Selective disclosure to Board or public
- Earnings management
- Management override of controls
- Nepotism
- Use of confidential information for personal gain
- Solicitation
- Unauthorized adjustment of salary / wages
- Creation of ghost vendors or employees
- Manual journal entries
- Partner billings / payments
- Adjustment to customer accounts
- Theft of cash
- Toll violations
- Counterfeit cash
- Price fixing
- Bid rigging
- Off contract agreements
- Payment of false invoices / invoices do not match contract terms
- Misuse of company assets / theft of company assets
- Falsification of hours worked
- Theft / forgery of payroll or blank checks
- Improper changes to vendor data to misdirect payments

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APPENDIX C
OTHER POTENTIAL AUDITS

OTHER POTENTIAL AUDITS NOT SELECTED FOR 2020 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
1	**Customer Service Center Performance Assessment**	Leveraging subject matter expertise, Protiviti will conduct an assessment of the customer contact center and consider current needs of the center, including opportunities to reduce staff turnover. The audit will involve a review of the center's performance through an organizational analysis, a customer contact analysis, an analysis of technology, infrastructure and applications, and a statistical data analysis. This audit will also consider whether the outsourced approach to providing these functions is still one that is yielding appropriate financial and economic benefits to CFX.	Cost Containment Customer Satisfaction Public Relations
2	**Ethics Policy Compliance Audit**	CFX has a formal ethics policy in place. Internal Audit will review the policy and (1) leverage leading practices to suggest additional areas for consideration to include in the policy and (2) review compliance with the policy, including the new provisions added as a result of Florida state legislation.	Ethical Compliance
3	**IT General Controls Review**	This review will focus on the Expressway Authority's Information Systems area. To accomplish this, we will assess the policies and procedures that are utilized to support the business critical applications and systems at CFX. Our approach will be to focus on the IT General Computer Controls which include the following components: Change Management, Logical Security, Physical Security, Security Administration, IT Organization & Management.	Business / IT Applications and Systems IT Infrastructure
4	**Information Security Risk Assessment**	Protiviti will conduct a risk assessment of CFX's IT function that will identify asset groupings within the environment and assign them a value so that Management may prioritize in what order to address risks posed to them. This value is based on the likelihood and potential impact of threats posed to these assets, the vulnerabilities they have, and the safeguards surrounding them. This project will be conducted in two phases.	Cyber / Data Security
5	**Bond Financing Review**	CFX has $2.8B of bonds issued and outstanding with varying terms. As part of this project, we will perform a risk assessment of the financing process, a review of the policies (including policies to procure the financial advisor, underwriter, attorneys, and others involved in the financing process), and a review of the process to structure financing deals and manage existing portfolio risk. This project may also include a review of the process to monitor bond covenant compliance.	Bond Financing / Covenant Compliance
6	**Right of Way Audit**	This audit will include a review of the processes and procedures in place to manage Right of Way land acquisitions and may include a review of legal counsel responsibilities, involvement of the ROW Committee, and internal controls around managing legal counsel and other third party costs and overall purchase price. The review may include a trending analysis of appraised cost values for recent purchases and a review of outliers.	Cost Containment Public Relations Records Management

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OTHER POTENTIAL AUDITS NOT SELECTED FOR 2020 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
7	**Toll Revenue Audit**	This audit will focus on cash toll collections and electronic tolling collections, with the objectives to review (1) controls that ensure revenue data captured at the point or origin is completely and accurately recorded to the financial statements, (2) physical safeguarding controls exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts/other reconciling activities), (3) controls in place around processing revenue adjustments to customer accounts are operating according to policy, and (4) appropriate reconciliation controls are in place to monitor revenue related to interoperability agreements. Additionally, IT general controls around supporting systems and information technology will be reviewed.	Toll Collections Cash Handling
8	**Business Continuity Management Review**	This review will focus on how CFX manages Business Continuity, including IT Disaster Recovery plans and Crisis Management. The review will include an assessment of the documented plans as well as the foundational efforts that were performed to create them (such as a Business Impact Analysis).	Business Continuity / Disaster Recovery
9	**Purchasing Spend Data Audit**	This review will focus on a 100% interrogation of spending data over a three to five year history to identify opportunities for recovery such as vendor overpayments, unused vendor credits, etc. We will use proprietary tools to review the Expressway Authority's detailed spend data for areas of leakage and audit against contracts and other available information as red flags are identified. As a side benefit to any actual recoveries, we will also focus on identifying potential frauds, root causes and process improvement opportunities.	Cost Containment Fraud Procurement and Vendor Selection
10	**Accounting System Access and Segregation of Duties Review**	The financial close and related accounting processes will be reviewed for appropriate segregation of duties among CFX personnel. Protiviti-developed tools will be leveraged to verify segregation for each key accounting cycle around the following: Physical custody of assets, adjustments to accounting records, approvals of accounting transactions, and review responsibilities. In addition, we will also review access rights within the Eden financial package to verify system access restrictions appropriately support segregation of duties and to identify segregation of duties conflicts within the system. We will recommend compensating monitoring controls to the extent necessary.	Financial Reporting Fraud
11	**Human Resources Process Review**	During the Human Resource Process review, we will evaluate the Human Resource process, policies, procedures and related internal controls. The review may include recruiting and hiring; training; performance evaluations; performance, reward, and recognition; and employee terminations. The HR process and controls will be reviewed for compliance with policies and comparison to leading HR practices. Lastly, the succession planning strategy may be reviewed and compared to leading practices.	Human Resources

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OTHER POTENTIAL AUDITS NOT SELECTED FOR 2020 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
12	**Safety and Maintenance Policy and Procedures Compliance Audit**	The objective of this project will be to review the safety and maintenance policies and procedures in place, including any recent technological enhancements to safety within the system (e.g. new technology measures to help reduce the risk of wrong way driving), vendor management programs, and to test compliance with the safety and maintenance policies and procedures.	Maintenance and Safety
13	**Toll Violations and Pay-by-Plate Audit**	This audit will focus on reviewing the processes, policies, procedures, technology, and reporting in place around the violations process to verify the process is working as intended. Focus will be on enhancing the efficiencies around the process to review violations and to bill and collect violations revenue. Samples of deleted/voided unpaid toll notices will also be reviewed to verify there is sufficient justification for voiding.	Toll Violations Toll Collections Business / IT Applications and Systems Customer Satisfaction
14	**Sensitive Data Review**	This review will include an assessment of how sensitive data is defined and categorized, where it exists logically on the CFX network and systems, and how it is destroyed when it is no longer needed. IT will include a review of any policies that govern sensitive data (as defined by CFX). Additionally, IA will use an automated data loss prevention (DLP) scanning tool to conduct a scan on a sample of systems to confirm sensitive data is stored in appropriate network locations.	Cyber / Data Security
15	**ITS Security Review**	Protiviti will conduct an IT security review of Intelligent Transportation Systems. This review will include an assessment of access controls (physical and logical), hardening procedures, patching processes, and remote connectivity of ITS systems to identify security risks that exist in the ITS network.	Cyber / Data Security
16	**Accounting and Financial Controls Review**	The objective of this project is to conduct a current state design analysis of key processes, risks, and internal controls within the accounting function and to test the operating effectiveness of key accounting and financial reporting controls, including those designed to detect or prevent fraud. The audit will also include comparisons of CFX's accounting and financial reporting controls to leading practices.	Financial Reporting Fraud

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OTHER POTENTIAL AUDITS NOT SELECTED FOR 2020 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
17	**IT Project Management Review**	This project will assess CFX's ability to intake, prioritize, deliver on requests from the business. Protiviti will assess the manner in which IT requests are received and accepted, the potential risks that could impact projects, the testing procedures (including unit testing, peer review, integration, regression and user acceptance), project health metrics, change requirements, and resourcing requirements.	IT Infrastructure Business / IT Applications and Systems IT Operations Strategic Planning Communication
18	**Ransomware Review**	As part of this project, Protiviti will review CFX's ability to prevent a ransomware attack against the organization. Controls surrounding email systems, open network ports, and USB ports will be reviewed as each of these is a channel through which ransomware may enter an organization. Controls that could contain a ransomware outbreak will also be reviewed to assess the effect of an outbreak within the organization should perimeter controls fail. Backup and recovery practices will be reviewed to determine CFX's ability to resume normal business function should ransomware spread throughout the organization.	Cyber / Data Security Public Relations Insurance Coverage
19	**Cyber Security Incident Response Review**	Internal Audit will review CFX's Cyber Security Incident Response program by assessing the current incident response strategy as well as the related employee training, policies and procedures, and supporting technologies deployed throughout the environment.	Cyber / Data Security Public Relations Communication Insurance Coverage
20	**Cloud Security Review**	Internal Audit will conduct an assessment of CFX's cloud computing architecture, including evaluating the strategy, capabilities, operations and processes against industry leading practices. Internal Audit will also review CFX's strategy in determining what data is stored in the cloud as well the controls utilized to ensure that data's integrity and availability.	Cyber / Data Security

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Face the Future with Confidence

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CONSENT AGENDA ITEM #12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 15, 2019

SUBJECT: Approval of First Contract Renewal with
GAI Consultants, Inc. for Right of Way Support Services
Contract No. 001100

Board approval is requested for the first renewal of the referenced contract with GAI Consultants, Inc. in the amount of $0.00 for a one-year period beginning October 3, 2019 and ending on October 2, 2020. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are for right of way support services for pending post judgment proceedings pertaining to the Wekiva Parkway project.

Original Contract Amount	$ 300,000.00
First Renewal	$ 0.00
Total	$ 300,000.00

This contract is budgeted in the OM&A Budget.

Reviewed by:
Linda Lanosa
Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1
CONTRACT NO. 001100

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 10th day of October 2019, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and GAI Consultants, Inc., herein after called "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated March 12, 2015, with a Notice to Proceed date of October 3, 2016, whereby CFX retained the Contractor to provide right-of-way support services on an as-needed basis; 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 3rd day of October 2019 and ending the 2nd day of October 2020 at the cost of $0.00. The total amount of the Original Agreement remains the same.

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.

GAI CONSULTANTS, INC.

BY: _____
Authorized Signature

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Legal Approval as to Form

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
RIGHT OF WAY SUPPORT SERVICES
CONTRACT NO. 001100

This Contract is made this 12th day of March, 2015, between the CENTRAL FLORIDA COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and GAI CONSULTANTS, INC., hereinafter the CONTRACTOR:

WITNESSETH:

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

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide right of way support services as detailed in the Scope of Services included in the CONTRACTOR's contract with Orange County; and,

WHEREAS, on February 25, 2015, the CONTRACTOR entered into an agreement with Orange County under its Contract No. Y14-904-B to provide the same services as required by the AUTHORITY; and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with Orange County for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by Orange County; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with Orange County, a copy of which is attached to this Contract, 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. 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 the AUTHORITY.

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be three (3) years from the Notice to Proceed issued by the AUTHORITY. There shall be two renewal options of 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 60 days prior to the expiration of the initial three-year Contract Term.

Termination shall be according to the CONTRACTOR's agreement with Orange County.

3. COMPENSATION FOR SERVICES

The Contract amount for the initial Contract term will be $300,000.00. Compensation shall be in accordance with the Method of Compensation included in the CONTRACTOR's contract with the Orange County.

4. 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 Orange County. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 CONTRACTOR'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.

5. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY 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 the AUTHORITY or any of its officers, agents or employees.

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 (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying incompliance 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. PERMITS, LICENSES, ETC.

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

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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. The CONTRACTOR acknowledges that it has read, and to the extent applicable, acknowledges that it 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 by reference be made a part of this Contract as though set forth in full.

10. 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.

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.

12. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures

of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

13. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

14. 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.

15. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY 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 AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

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:

16.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

16.2 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.

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 AUTHORITY.

16 MAR '15 PM 2:36

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 March 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

GAI CONSULTANTS, INC.

By: _____
Signature

Jeffrey M. Sievers
Print Name

Vice-President
Title

Attest: _____ (Seal)
Teresa C. Browne

Notary Public State of Florida
Teresa C Browne
My Commission EE082670
Expires 04/10/2015

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

CONTRACT

#Y14-904-B

THIS CONTRACT made and entered into this 25th day of February, 2015, by and between the:

BOARD OF COUNTY COMMISSIONERS
201 S. ROSALIND AVENUE
ORLANDO, ORANGE COUNTY, FLORIDA

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

GAI CONSULTANTS, INC.
618 EAST SOUTH STREET 700
ORLANDO, FLORIDA 32801
FEDERAL I.D. #25-1260999

hereinafter referred to as the **CONSULTANT.**

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT for continuing engineering services, referred to as "Task Authorization" or "Purchase Order"; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

I
SCOPE OF SERVICES

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, **"CONTINUING ENGINEERING SERVICES FOR RIGHT-OF-WAY ACQUISITION AND EMINENT DOMAIN"** which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of work, the CONSULTANT will submit a cost Proposal to the COUNTY depicting man hours, with hourly rates, as established in Exhibit B, sub-contracted services, period of performance for completion of projects, and out of pocket expenses. Proposal shall be submitted within fifteen (15) days of receipt of written request for Proposal by the COUNTY.

CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

II

PAYMENT

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

A. FEES: For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.

B. PAYMENT: Payment will be due and payable monthly in proportion to the percentage of work approved and accepted by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period

C. PAYMENT IN EVENT OF TERMINATION BY COUNTY: In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.

D. CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION: If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT.

The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

E. SUBCONSULTANTS: The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.

F. TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.

G. COMPENSATION: The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.

H. MULTIPLIERS: The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1.	Prime Consultant	Multiplier
	GAI Consultants, Inc.	2.94

2.	Sub-Consultants	Multiplier
	JCB Construction	2.805
	Rhodes + Brito Architects	2.71
	American Environmental Consulting	2.99
	Buchheit and Associates	2.99

I. PRICE ADJUSTMENT:

Written request for a price adjustment may be made only under the following conditions:

i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three year period and for each annual period thereafter or for the remaining period of the contract if less than one year.

ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.

iii Retroactive requests for price adjustments will not be considered.

The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted Index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

III
DESIGN WITHIN FUNDING LIMITATIONS

The following provisions are applicable to contracts for design services:

A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.

B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.

C. Task Authorizations issued for study activities may not exceed $200,000.

D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

IV
RESPONSIBILITY OF THE CONSULTANT

A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

B. The Project Manager and the Assistant Project Manager must be two separate individuals both currently employed by the Prime Consultant. One of the individuals must be a professional engineer registered in the State of Florida.

C. Substitution of the Project Manager, Assistant Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.

D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.

E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.

F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:

1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.

2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.

H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.

I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.

J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

V
COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,

B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY;

C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

VI
CONTRACT TYPE

This is an indefinite quantity contract for the goods and/or services specified in Exhibit A – Scope of Professional Services. The quantities of goods and/or services specified are unknown. Delivery or performance shall be only as authorized by task authorizations in accordance with the terms of this contract. The CONSULTANT shall furnish the goods and/or services to the COUNTY, when and if ordered. The COUNTY shall order at least **$34,000.00** in fees during the initial contract performance period. The COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

VII
TERM OF CONTRACT

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for two additional one year terms, not to exceed a total of three (3) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

VIII
TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of The terminated work

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.

4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

C. PAYMENT

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

D. TERMINATION NOTICE

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

IX
INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Insurance Requirements:
The CONSULTANT shall procure and maintain on a primary basis and at its sole expense during the life of this Contract, insurance of the types and limits including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the CONSULTANT under the Contract. Insurance carriers providing coverage must be authorized and/or eligible to do business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII.

If the CONSULTANT intends to bid on this Contract as a Joint Venture then all insurance coverage required herein shall include the Joint Venture as "named insured". If the Joint Venture has no employees then this requirement is waived for workers' compensation. The Joint Venture shall also purchase discontinued completed operations coverage for any claims made after the dissolution of the Joint Venture. This coverage shall be for a period of two years following final completion of the project or continuing service contract.

Required Coverage:

Workers' Compensation - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability.

Commercial General Liability - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Business Automobile Liability - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 per accident. 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.

Professional Liability - The CONSULTANT shall maintain professional liability (errors and omissions) coverage with limits as specified below. The aggregate limit shall be twice the required claim limit for continuing contracts.

Project Cost	Minimum Limit	Maximum Deductible
$0-1,000,000	50% of project cost subject to a minimum of $100,000/occurrence	10% of project cost or $25,000, whichever is smaller
$1,000,000-5,000,000	$1,000,000	$100,000
over $5,000,000	Determined by the County	

Optional Insurance: The COUNTY reserves the right to purchase "per project" professional liability coverage on behalf of the CONSULTANT and its sub-consultants of every tier. If the COUNTY elects to do so then COUNTY will notify CONSULTANT.

The coverage will include a deductible no greater than the deductible indicated above for professional liability, shall contain standard industry terms, conditions, and exclusions and be retroactive to the date the CONSULTANT began the design work. The CONSULTANT shall be financially responsible for any deductible.

The "per-project" policy will replace and supersede the professional liability insurance requirement above. Said requirement shall become null and void. In exchange, the CONSULTANT shall remove and exclude from its fees (and those of its sub-consultants of every tier) all premiums, costs, fees, charges, and overhead related in any way to the professional liability requirements above.

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract.

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 CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a Waiver of Subrogation in favor of the County for each policy as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

CONSULTANT agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Prior to execution and commencement of any operations/services provided under this contract the CONSULTANT shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance

the CONSULTANT shall also provide a blanket or specific additional insured endorsement for the CGL policy. For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

CONSULTANT shall notify the County within thirty (30) business days of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

Failure of the COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT'S obligation to maintain such insurance.

Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Procurement Division
400 E. South Street
Orlando, Florida 32801

The CONSULTANT shall be responsible for the acts and omissions of its employees, sub consultants of every tier, their agents and employees, and other persons performing any portion of the CONSULTANT'S obligations under this contract. Failure of the CONSULTANT to maintain adequate insurance coverage for itself or for any other persons or entities for whom it is responsible, or to ensure that its sub consultants of every tier maintain adequate insurance coverage, shall not relieve the CONSULTANT of any contractual responsibility or obligation.

Indemnification:

The CONSULTANT shall defend, indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

Patents and Royalties:

Unless otherwise provided, the Consultant shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The Consultant, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied or any service provided by the Consultant.

In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Consultant. If such a claim is made, the Consultant shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.
If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

X
TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.

D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating

worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

1) Consultant compliance with contract requirements; or
2) Compliance with provisions for pricing change orders; or
3) Compliance with provisions for pricing invoices; or
4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
5) Compliance with the County's business ethics; or
6) Compliance with applicable state statutes and County Ordinances and regulations.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

I. Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of

audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

XI
OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.
The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

XII
SUSPENSION OF WORK BY COUNTY

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time.

However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

XIII
STANDARDS OF CONDUCT

A. The CONSULTANT represents that he 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 Contract and that he 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 Contract.

B. 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.

C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other Contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VIII.

D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

XIV
ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

XV
MINORITY/WOMEN EMPLOYMENT PARTICIPATION

A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.

C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.

D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual M/WBE participation achieved by the Prime Consultant prior to the issuance of final payment.

E. In the event a certified M/WBE sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development

Division, accompanied by the Project Manager's recommendation or consent to termination.

F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:

1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.

3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XVI
INDEPENDENT CONTRACTOR STATUS

The CONSULTANT shall be an independent contractor and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

XVII
EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the awarded CONSULTANT shall abide by the following provisions:

1. The CONSULTANT shall represent that CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

2. The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.

3. The provisions of the prime contract shall be incorporated by the CONSULTANT into the contracts of any applicable sub-consultants.

XVIII
INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

XIX
ASBESTOS FREE MATERIALS

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

XX
CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XXI
AVAILABILITY OF FUNDS

The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

XXII
WELFARE RECIPIENTS

CONSULTANT has committed to hire zero (0) ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the ZuCan staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. ZuCan participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

XXIII
SERVICE-DISABLED VETERAN PARTICIPATION

A. The CONSULTANT shall be responsible for reporting Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.

B. Subsequent amendments to this contract shall be submitted with the appropriate

documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.

C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.

D. In the event a certified SDV sub-Consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.

E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:

1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.

2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is <u>not</u> exercised the awarded Proposer shall provide a list of all non-SDV subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.

3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

XXIV
CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

XXV
PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have 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 of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XXVI
TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited

to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XXVII
VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

GAI CONSULTANTS, INC.
ORLANDO, FLORIDA

Signature

Jeffrey M. Sievers
Name Typed

Vice-President
Title

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division

Date: 2-25-15
(for County use only)

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

CONTINUING ENGINEERING SERVICES FOR RIGHT-OF-WAY ACQUISITION AND EMINENT DOMAIN

This continuing engineering services contract may be utilized for land acquisition for any Orange County project such as roadways, recreation trails, stormwater ponds, easements, building sites, etc. However, the following standards were written specifically for a roadway project. This scope of services may need to be modified to fit other County projects.

This Scope of Services is specifically for engineering services that may be required for the acquisition of right-of-way for Orange County roadway projects from design review, right-of-way impact analysis and appraisal process through settlement negotiations and the eminent domain process.

These services include review, research and analysis of construction plans, right-of-way maps, title search reports, legal descriptions and sketches of description, and right-of-way acquisition reports in connection with the acquisition of property. These services also include research for specific types of property uses such as analysis of commercial and industrial processes or any research of any type that is involved with right-of-way acquisition and eminent domain. Sites will be analyzed to determine various impacts of the proposed acquisitions on the development potential and utility of the property. Fieldwork will be required to perform the analysis. Reports, graphics, sketches, and engineering cures shall be produced as necessary throughout the acquisition process. Participation in project progress meetings will be required. Engineering support including trial exhibit preparation and expert witness testimony will be required throughout the litigation process, including pre-order of taking meetings, order of taking hearings, mediations, depositions, and value trials.

As the County generates each project, a scope meeting will be called for the County and the Consultant to identify the work to be accomplished, the level of effort, participation by the subconsultants, identification of specialized subconsultants, time frame for work and any other details particular to the scope of work. The Consultant is encouraged to be fully familiar with the properties to be acquired by performing field inspections prior to the submittal of the proposal. The proposal to the County shall contain written scope and costs detailing required man-hours with approved hourly rates, subcontracted services by man-hours and approved rates, proposed schedule and all direct expenses required to complete the task. A sample of the format in which the Consultant should submit his invoices will be provided. Scope and cost proposals shall be submitted within fifteen (15) days of the scope meeting.

The following descriptions provide a minimum standard for reporting and parcel sketch requirements to develop the best quality product for Orange County.

RIGHT-OF-WAY ACQUISITION REPORT

ANALYSIS OF PARENT TRACT

Each Right-of-way Acquisition Report shall contain the following general information as a minimum.

- Project name and Orange County parcel number
- Name of owner and/or tenant(s)
- Use of property including the name of the business or businesses if applicable
- Location of property by street address, Property Appraiser's tax map parcel number, distance from a visibly recognizable location, and station numbers
- Property inspection date
- Person who performed analysis
- Dimensions of the property including the size of the parent tract, area to be acquired and the remainder area. Provide one sketch of the entire parent tract with an aerial background (no break lines).
- Aerial backgrounds are required for the before sketches and the sketches with the acquisition shown.
- Sketches of the acquisitions have the appropriate scale to clearly show details of the impacts.
- Footer of report shall contain page numbers, project name and parcel numbers and date of report.
- Verify that all math, dimensions etc. are consistent within the report, with the construction plans, right of way maps, legal descriptions and sketches of description.
- Right-of-way Acquisition Reports shall be provided electronically in Word format and as a .pdf file. Some appendices may also be required in CAD format.
- If there are issues with any aspect of the site in the after condition as a result of the road project, immediately contact the Public Works Department, Engineering Right-of-Way Acquisition Section and the Real Estate Management Division Appraisal Section so that an appropriate solution can be implemented prior to the completion of the appraisal and negotiations for the purchase of the property. Do not finish the Right-of-Way Acquisition Report until instructed to do so by the Right of Way Acquisition Section.

EXISTING CONDITION OF THE PARENT TRACT

Investigate, determine and describe or summarize features of the property including but not limited to the following:

(1) The Right-of-way Engineering Consultant will be provided copies of all reports developed during the Roadway Conceptual Analysis (RCA) and Roadway Design Phases of the roadway project. Data collected during the RCA and Roadway Design Phase shall be reviewed, evaluated, and verified. After verification it can be relied upon for the Right-of-way Acquisition Reports. If data collected during the RCA and Roadway Design Phase cannot be relied upon because it is either incorrect or outdated, it shall be updated as part of this work and coordinated with the design consultant through Public Works

Department, Engineering Division Right of Way Acquisition Section and Design Section.

(2) Existing Use

(3) Land: Factors such as area, shape, dimensions, ingress/egress, topography, flood plain data, drainage, soil conditions, utilities on site and availability, wetlands and their jurisdictional boundaries, wetland classification for mitigation, site improvements, easements, encroachments and their effect should be considered. Especially describe existing drainage patterns; use of public water supply, wells, on-site sewage disposal systems and/or public wastewater systems; availability of water and wastewater mains including location relative to pavement and property; areas of wetlands and uplands; and existing easements.

(4) Buildings and Other Improvements: If improvements are to be affected by the acquisition, locate the improvements by actual survey and provide scaled drawings. All dimensions shall be displayed on the improvement sketches.

(5) Parking Analysis: Evaluate the parking design of the parcel before the acquisition with respect to the number of spaces, configuration, layout, adherence to zoning and applicable design standards with the Consultant commenting on conformance with current code requirements including ADA/Florida Accessibility code, encroachments on existing right of way, and any lease, easements, or other cross parking or joint use arrangements applicable to the site.

(6) Existing Driveway Analysis: Identify existing grade (if a significant difference is created by the project), all dimensions of driveway width, type of vehicular use, existing turning movements.

(7) Site Signage: On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the before condition.

(8) Environmental Concerns: Investigate the current environmental regulations from the appropriate federal, state, municipal, county and regulatory agencies with respect to environmental features of the property. Review Corridor Contamination Assessment reports. Coordinate indications of contamination assessment with Public Works Department, Engineering Division, Right of Way Acquisition Section, Design Section and Risk Management Division. Additional evaluation and property value consideration may be necessary if contamination exists.

(9) Site Drainage Design: Evaluate the adequacy of the existing on site drainage systems. Describe the existing outfall.

(10) Driveways: The Consultant should analyze the maximum potential number of drives permitted for unimproved land tracts before the acquisition.

(11) Identify and obtain copies of all development documents.

DESCRIPTION OF THE ROADWAY PROJECT

The consultant shall discuss the existing and proposed roadway. Such discussion shall be parcel-specific with sufficient detail (including drawings, as appropriate) to enable the reader to visualize the proposed changes as they affect the subject.

ZONING, LAND USE PLANS AND CONCURRENCY

The Consultant shall discuss the following items concerning zoning, land use plans and concurrency:

(1) Determine and verify zoning designations for the subject parcel with the appropriate government entity. The consultant should discuss the present zoning of the subject property and how zoning regulations affect the use of the property. (i.e. setbacks, potential floor area ratio (FAR) issues, minimal building requirements). Document the person or persons interviewed.

(2) State whether the investigation revealed any reasonably probable change in zoning and/or land use. If a zoning change is reasonably probable, discuss other nearby zoning changes to support the anticipated change, as appropriate. A land use change assumption must be approved and documented by the appropriate Department Manager or his designee, currently Alberto Vargas, Manager or John Smoger, Planning Administrator, Orange County Planning Division, for property in unincorporated Orange County, and with the appropriate municipal zoning official for property in a municipality.

(3) Determine and verify the comprehensive land use plan status and/or development or building plans of each parcel with the local Planning/Building Department. The Consultant should also obtain concurrency ordinances from municipal and county governments and determine the concurrency status of the subject parcel.

(4) Discuss future land use plan and effect on property, as well as any pending, proposed or reasonably probable changes to the subject's future land use classification.

(5) Discuss any non-conformity with either land or building improvements.

(6) Determine and verify any change in impact fees due to the acquisition.

ANALYSIS OF PART ACQUIRED

If land or land and improvements are partially acquired the following factors should be discussed by the Consultant:

(1) Describe the topography, shape and area of land acquired.

(2) Discuss the extent of access and frontage acquired.

(3) Identify and describe all improvements to be acquired that are considered to be real property.

(4) Provide description and delineation of jurisdictional wetland areas within the acquisition.

(5) Describe impacts to buildings and other improvements utilizing actual survey data and provide drawings to scale including dimensions.

(6) Discuss any other factors that may be considered necessary in the analysis of the acquisition area including but not limited to buildings, parking, driveways, environmental concerns, site drainage, site signage, zoning, land use plans, concurrency, etc.

(7) Describe existing easements or other encumbrances.

(8) The Consultant shall provide general contractor cost estimates of building and/or site improvements located within the acquisition area.

ANALYSIS OF THE REMAINDER-UNCURED

The Consultant shall describe or summarize the effect of the acquisition on the remainder including but not limited to the following:

(1) Describe any change in zoning, setbacks, non-conformity, comprehensive land use requirements, concurrency, etc. of the remainder.

(2) Describe any changes in development potential of the remainder based on environmental regulations.

(3) Partially remaining buildings and site improvements as well as analysis of setback impacts to remaining improvements utilizing actual survey data. Structural evaluations shall be made with recommendations for cut & face, demolitions or relocations.

(4) Change of access or circulation (internal & external). Describe the access in the after condition including distances to U-turns, suggested routing for trucks, etc. Provide turning movement analysis as a separate report with drawings. Describe and consider specialty type vehicles that may access the property for

example, school buses, gasoline tanker trucks at gas stations, tow trucks, garbage trucks, and emergency vehicles. Describe access and circulation to buildings, such as, drive-through restaurants and banks, truck loading docks and bays, and dumpster access.

(5) Change in parking or parking lot.

(6) Change in grade analysis.

(7) Change in drainage patterns. Evaluate the existing on-site drainage system after the acquisition

(8) Change in driveway grade, width, and radius. The Consultant shall analyze the connection of the proposed driveway to the proposed roadway. Discuss driveway provided by roadway construction plans including analysis of grade, width, radius, type of vehicular use, and any increased construction costs resulting from changes in road elevation or the construction of roadside swales.

(9) Potable water wells and on-site sewage disposal systems: The Consultant will evaluate any changes to potable water well and on-site sewage disposal systems due to the acquisition. The analysis should consider setbacks, separation distances and relocation.

(10) Change in site signage-location, size or height including setback and exposure. On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the after condition.

(11) Discuss utility connections and availability in the after condition. This includes whether utility lines are on the property's side of the road and whether they are under pavement.

(12) Discuss the impact on existing easements and whether the easement can co-exist with the project. If applicable, attach copy of easement document and development agreements to report as an appendix. Identify the Grantee and complete use for each easement affected. Show the extent of the easement on the parcel acquisition sketches.

(13) Analysis of any other aspect of the acquisition that may affect the County, the owner or the public.

ANALYSIS OF THE REMAINDER-CURED

The Consultant shall develop the most feasible cure plan to be utilized by the appraiser to mitigate any part or all damages created by the acquisition. The Consultant shall analyze and fully discuss the extent of the cure and where necessary provide a general contractor's bid estimate to perform the cure. The bid estimate should be valid for one year. Where a city is involved, it would be preferred for that city to provide concurrence with the cure developed by the general consultant. All cures shall be submitted to

Public Works Right-of-Way Acquisition Section for approval prior to finalizing the Right-of-way Acquisition Report. The following items should be considered:

(1) Partially remaining buildings and site improvements as well as analysis of setback impacts to remaining improvements utilizing actual survey data. Structural evaluations shall be made with recommendations for cut & face, demolitions or relocations.

(2) Analysis of setback impacts, zoning, development requirements, comprehensive land use requirements, and concurrency etc. to the remaining improvements. Applicable waivers, exceptions and/or variances shall be provided. Waivers, exceptions or variances for the remainder property shall include a signed document from the appropriate department manager in accordance with Orange County Code Section 30 Planning and Development, Article 13 Eminent Domain Waivers, Exceptions and Variances. Currently, Mitch Gordon, Manager of the Zoning Division grants these waivers in Orange County. The appropriate municipal zoning official should be contacted for waivers, exceptions and/or variance in a municipality.

(3) Change of access or circulation (internal & external). Describe the access in the after condition including distances to U-turns, suggested routing for trucks, etc. Provide turning movement analysis as a separate report with drawings submitted directly to Public Works Right-of-Way Acquisition Section for approval. Describe and consider specialty type vehicles that may access the property for example, school buses, gasoline tanker trucks at gas stations, tow trucks, garbage trucks, and emergency vehicles. Describe access and circulation to buildings, such as, drive-through restaurants and banks, truck loading docks and bays, and dumpster access.

(4) Parking lot design.

(5) Drainage patterns. Evaluate the existing on-site drainage system after the acquisition and if necessary develop alternative drainage solutions. If there are issues with the site drainage, contact the Public Works Department, Engineering Division, Right-of-Way Acquisition Section so that an appropriate solution to the drainage issue can be implemented prior to the completion of the appraisal and negotiations for the purchase of the property.

(6) Change in driveway grade, width, and radius: The Consultant shall analyze the proposed connection of the subject driveway to the proposed roadway. Discuss driveway provided by roadway construction plans including analysis of grade, width, radius, type of vehicular use, and any increased construction costs resulting from changes in road elevation or the construction of roadside swales. When such a connection shall require additional harmonizing or grading outside of the required right-of-way the Consultant shall provide a separate general contractor's bid estimate (harmonizing cure) for the cost of the work.

(7) Potable water wells and on site sewage disposal systems. The Consultant will evaluate any changes to the well and septic systems due to the acquisition. The analysis should consider setbacks, separation distances, connection to public utilities and relocation of the potable water well and/or on-site sewage disposal system in accordance with County regulations and Health Department requirements. The Consultant shall develop a cure plan considering the above factors.

(8) Change in site signage-location, size or height including setback and visibility in accordance with County regulations. On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the after condition, and an area for the sign to be relocated and any impacts that may be caused by the relocation. A general contractor's bid to reconstruct signs to conform to current regulations must be provided.

(9) Identify the probable length of time that will be required to implement any proposed cure and describe the possible impact of any down time on the owner.

The Consultant shall discuss the feasibility and functional utility of the cure versus the property in the before condition.

It is the responsibility of the Consultant to coordinate any cure, which may affect the design or drainage of the roadway project with the Public Works Department, Engineering Division, Right-of-Way Acquisition Section.

SKETCH REQUIREMENTS

The Consultant is required to provide a before acquisition, after acquisition and remainder sketch. Cure sketches will be required when a cure is proposed. The following criteria should be met:

1. Parent tract, each part to be acquired and each remainder. If partial acquisition, cross hatch or shade each area to be acquired. A separate sketch of the remainder may be included. Provide one sketch of the entire parent tract with an aerial background (no break lines, may be at a different scale).

2. Aerial backgrounds are required for the before acquisition sketches and the sketches with the acquisition shown.

3. Sketches are to be provided electronically in AutoCAD on CD to the Public Works Department, Engineering Division, Right of Way Acquisition Section and as .pfd files to the Public Works Department, Engineering Division, Right of Way Acquisition Section, Real Estate Management Division and the project appraiser.

4. All sketches shall have the appropriate scale, line weights, shadings and layout to clearly show all details and not obscure any information.

5. All acquisition sketches shall have dimensions and areas of parent tracts, parcels and remainders from the right-of-way map, legal descriptions and sketches of description. Verify that all three match.

6. All sketches shall show improvements, including location, dimensions, distance to existing and new right-of-way line, all drives, number and layout of parking, and known location of septic tank(s) and drain fields.

7. Street or road name and ingress/egress to parcel.

8. Other significant natural or manmade features.

9. Directional pointer (north arrow to top or right).

10. Location, size and user/type of any easements, whether affecting value or not.

11. The proposed site of any on-premise sign or other improvements to be relocated.

12. A floor plan sketch for each significant building showing exterior dimensions, general layout of interior including all entry/exit doors, other significant or affected features.

13. Include station locations on all sketches. Show roadway plan view with stationing on all sketches except the parent tract sketch and the before sketch.

Show medians and distances to nearest U-turns or intersections for access. Stationing shall be legible.

14. Include a legend.

15. All information on sketches provided shall clearly and legibly shown.

16. Sample sketches will be provided during the negotiations for the contract.

CONSENT AGENDA ITEM #13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 24, 2019

SUBJECT: Approval of First Contract Renewal with
Hopping Green & Sams, P.A. for Legal Services
Contract No. 001460

Board approval is requested for the first renewal of the referenced contract with Hopping Green & Sams, P.A. in the amount of $49,999.00 for a one-year period beginning November 21, 2019 and ending on November 20, 2020. The original contract was one year with an allowance for future renewals.

Original Contract Amount	$49,999.00
Amendment No. 1	$ 0.00
First Renewal	$49,999.00
Total	$99,998.00

The services to be provided under this renewal are legal services for the Osceola County Parkway Extension project.

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

Reviewed by:
Linda Brehmer Lanosa
Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1
CONTRACT NO. 001460

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 10th day of October 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Hopping Green & Sams, P.A., herein after called the "Counsel."

WITNESSETH

WHEREAS, CFX and the Counsel entered into a Contract Agreement (the "Original Agreement") dated July 9, 2018, whereby CFX retained the Counsel to provide legal counsel services to CFX concerning the Osceola County Parkway Extension project; and

WHEREAS, pursuant to Section V of 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 21st day of November 2019 and ending the 20h day of November 2020 at the cost of $49,999.00 which amount increases the amount of the Original Agreement.

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.

HOPPING GREEN & SAMS, P.A.

BY: _____
Authorized Signature

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Legal Approval as to Form

_____
General Counsel for CFX

FIRST AMENDMENT
TO
CONTRACT NO. 001460

'19 SEP 9 PM 12:26

This First Amendment is made and entered this 9th day of September 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida (Chapter 348, Part III, Florida Statutes), hereinafter called "CFX", and HOPPING GREEN & SAMS, P.A., and attorneys, Richard Brightman, Jason Merritt, and Gary Hunter, hereinafter collectively referred to as "COUNSEL."

WITNESSETH:

WHEREAS, in July 2018, CFX and COUNSEL entered into an agreement, designated as CFX Contract No. 001460, hereinafter "the Agreement";

WHEREAS, CFX and COUNSEL seek to extend the term of the Agreement by approximately four (4) months through November 20, 2019;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to extend the term of this Agreement with no additional increase in funding and to add CFX's standard miscellaneous terms and conditions.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Timeframe and Termination. Article V of the Agreement shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

> The first term of the Agreement is for over one year commencing on July 9, 2018 and continuing through **November 20, 2019**, with four (4) one-year renewals at CFX's discretion. Future increases to the monetary cap shall require approval of CFX' s governing board as set forth in the Procurement Policy and Manual. Your firm shall be paid for services rendered during that period. This agreement shall be deemed to have expired upon written notice from the General Counsel that all services are complete.

2. Authorized Attorneys. The attorneys affiliated with Hopping Green & Sams, P.A. who are authorized to render services to CFX under the Agreement are: **Richard Brightman**, **Jason Merritt**, **Gary Hunter**, and **Amelia Savage** at the previously agreed upon attorney rate.

3. 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; and (b) Workers' Compensation Coverage as required by Florida law. COUNSEL shall provide CFX with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in

a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

4. Inspector General. COUNSEL 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. COUNSEL agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

5. Public Entity Crime Information. 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."

6. Anti-Discrimination Statement. 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."

7. Public Records Retention. Pursuant to Section 119.0701(2), Florida Statutes, COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the COUNSEL is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, an excerpt of which is below.

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, Email:PublicRecords@CFXWay.com, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

To the extent applicable, 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.

CFX has the right to unilaterally cancel or terminate the contract for the COUNSEL's refusal to allow public access to CFX's public records in its possession, if any.

8. Subcontractors. If, during the term of this Contract and any renewals hereof, COUNSEL desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by COUNSEL to CFX at the time this Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), COUNSEL shall first submit a request to the 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 COUNSEL until it has been approved by the CFX Board. In the event of a designated emergency, COUNSEL may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

9. Laws of Florida; Venue. This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

10. Code of Ethics. COUNSEL acknowledges that it is familiar with CFX's Code of Ethics and agrees to complete CFX's annual Potential Conflicts Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

11. COUNSEL will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

12. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this First Amendment by their duly authorized signatures.

HOPPING GREEN & SAMS, P.A.

By: _____

Print Name: Jason E. Merritt

Title: Vice-President / Treasurer

Date: 9/6/2019

ATTEST: _____ (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Print Name: Aneth Williams

Date: 9/9/19

Approved as to form and execution, only.

Linda S. Lanosa for
General Counsel for the CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 6, 2018

Gary Hunter, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street
Suite 300
Tallahassee, Florida, 32301
GaryH@hgslaw.com

2018 JUL 11 AM 11:30

RE: Central Florida Expressway Authority Retainer Agreement

Dear Mr. Hunter:

This letter sets forth the terms of engagement of Hopping Green & Sams, P.A. and attorneys, Richard Brightman, Jason Merritt, and Gary Hunter to provide legal counsel to the Central Florida Expressway Authority ("CFX") concerning the Osceola County Parkway Extension project as outlined below.

I. SCOPE OF SERVICES

You will serve as legal counsel to CFX to render legal services regarding the legal implications and processes attendant to implementing various potential alignments for the Osceola County Parkway extension project.

It is understood that the General Counsel is designated as the representative of the CFX pursuant to this agreement. All communications pertaining to the work performed hereunder shall be addressed to Joseph L. Passiatore, General Counsel, or his designee, 4974 ORL Tower Road, Orlando, Florida 32807, telephone number (407)690-5381.

II. COMPENSATION FOR SERVICES RENDERED

The three attorneys who are authorized to render services are: **Richard Brightman, Jason Merritt,** and **Gary Hunter**. Your fees for services rendered in connection with the above referenced case shall be calculated on an hourly basis by multiplying the actual and reasonable time spent by attorneys and paralegals by the following hourly rates:

Attorney	$250.00 per hour
Paralegal	$95.00 Per hour

Fees paid under this engagement shall not exceed **$49,999.00**. Any other type of billing or time keeping which allows compensation for time not actually spent by you, such as any type of multiplier or unit billings, is not permitted. Therefore, it will be a material breach of these terms of engagement for you to submit for payment any statement for services rendered which either (i) overstates the amount of time actually spent by a member or employee of your firm pursuant to this engagement letter, or (ii) includes time spent by any person other than a shareholder, associate lawyer, or paralegal affiliated with your firm.

CFX will not provide a retainer. Furthermore, there shall be no increase in the rate or fee cap set forth above without prior written approval of the CFX General Counsel.

III. COST REIMBURSEMENT

Your firm will be reimbursed for necessary travel express, but only pursuant to Section 112.061, Florida Statutes.

Your firm will also be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the scope of services described in this letter: court reporter and deposition transcripts with associated exhibits.

Your firm will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, computer research, copying costs, courier or other services that would be deemed to be apart of your firm's overhead expenses. However, your firm will notify the CFX General Counsel 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.

Express written approval of the CFX General Counsel is required before incurring extraordinary expenses such as the retention of consultants or out-of-state travel.

IV. PAYMENT

You will submit statements of your fees each month for services rendered and costs incurred. Statements should be delivered to CFX General Counsel.

These statements should, to the greatest extent possible, provide detailed descriptions of the legal services rendered, including the individual tasks performed, the attorney who performs the services, the date performed, and the time spent on each task.

The portion of the statement setting forth out-of-pocket costs to be reimbursed shall contain an itemization of all such costs and receipts, if applicable.

Payments will be made with the Prompt Payment Act codified at Sections 255.0705-255.078, Florida Statutes.

V. TIMEFRAME AND TERMINATION

The Term of this agreement is for one year commencing on **July 9, 2018**. Future renewal or increases to the monetary cap shall require approval of CFX's governing board. Your firm shall be paid for services rendered during that period. This agreement shall be deemed to have expired upon written notice from the General Counsel that all services are complete.

VI. TERMINATION FOR CONVENIENCE

You will serve under this engagement letter at the pleasure of the CFX and the engagement may be terminated at any time, with or without cause, without penalty. If terminated, you will be paid for all services rendered and costs incurred to the date of termination and subject to the conditions set forth above.

VII. REPRESENTATION, COVENANTS AND WARRANTIES

By executing this engagement letter, you represent, covenant, and warrant to CFX as follows:

A. You have experience and expertise in the processing of administrative applications to State agencies for the utilization of State lands for infrastructure and transportation facilities;

B. The firm is not representation and will not represent, without prior written approval from CFX during this period of this engagement letter any client in any judicial or administrative proceeding in which CFX is an adverse party;

C. CFX acknowledges that the firm represents Farmland Reserve Inc., and shall not be requested by CFX to take actions adverse to that client's interests;

D. The firm has not represented, is not representing, or will represent any clients if such representation has violated, violate or will violate traditional ethical standards imposed by the rules governing conflicts of interest as are embodied in the Rules Regulating the Florida Bar, especially Rules4-1.7, 4-1.8, 4-1.9 and 4-1.10;

E. The firm will advise CFX General Counsel immediately if representation of another client could adversely affect the judgement or quality of services to be rendered by the firm in its representation of CFX and/or result in a material or direct conflict of interest; and

F. You have sufficient time to execute and fulfill duties contemplated by this engagement and are not burdened or other constraints that would interfere in any material respect with the firm's obligations hereunder.

VIII. MISCELLANEOUS

A. Assignment. As stated above, the services to be rendered under this engagement letter are personal and may not be assigned, directly or indirectly, to any other person or firm.

B. Amendments. This engagement letter may be amended only by written instruments signed by the firm and CFX.

C. Independent Contract Status. You are an independent contractor in the performance of legal services hereunder. You shall not hold yourself out as an employee, agent, or servant of CFX. You do not have the power or authority to bind CFX in any settlement promise, agreement or representation other than as may be expressly provided in this engagement letter.

Your acceptance of the terms of this agreement is to be evidenced below. This engagement letter shall not take effect, and neither you or CFX shall be bound hereby, unless and until this letter is signed by you and CFX.

Sincerely,

Joseph L. Passiatore
General Counsel

JLP/mi

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

APPROVED BY:

HOPPING GREEN & SAMS, P.A.

By: _____

Gary K. Hunter, J.R., President

Attest: _____ (Seal)

Date: 7/10/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Aneth Williams, Director of Procurement

Approved as to form and execution, only.

2018 JUL 11 AM 11:30

_____

Joseph L. Passiatore, General Counsel for CFX

CONSENT AGENDA ITEM
#14

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: September 24, 2019

SUBJECT: Agreement with Orlando Utilities Commission Regarding Construction of Replacement Utilities Across SR 528 in conjunction with the Interchange Improvements to SR 528 and SR 436, Project 528-143

Board approval is requested for the Executive Director to execute the proposed Agreement with Orlando Utilities Commission regarding construction of replacement utilities across SR 528 in a form substantially similar to the attached. The Agreement will allow CFX to include the replacement of OUC's water lines as part of CFX's interchange improvements project. CFX will procure a design consultant and construction contractor for the project and OUC will pay its share of the design cost and construction costs, subject to the terms and conditions set forth in the Agreement.

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

Reviewed by: _____
Will Hawthorne, P.E.
Director of Engineering

AGREEMENT REGARDING CONSTRUCTION OF REPLACEMENT UTILITIES ACROSS STATE ROAD 528

THIS AGREEMENT REGARDING CONSTRUCTION OF REPLACEMENT UTILITIES ACROSS STATE ROAD ("SR") 528 (the "Agreement"), effective as of the last date of execution (the "Effective Date"), is entered into by and among ORLANDO UTILITIES COMMISSION, a statutory commission existing under and governed by virtue of the laws of the State of Florida, with an address at 100 W. Anderson St., Orlando, Florida 32801 ("OUC") and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the state of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 ("CFX") (each, a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies;

WHEREAS, OUC is a statutory commission existing under and governed by virtue of the laws of the State of Florida;

WHEREAS, OUC is the owner of two existing potable water lines ("Existing Water Lines") crossing SR 528, one line was constructed in 1973 and the other line was constructed in 1989;

WHEREAS, CFX intends to improve the interchange of SR 528 and SR 436, necessitating the replacement of OUC's Existing Water Lines, from approximately SR 528 Station 730+00.00 to Station 800+00.00, all as part of CFX Project 528-143 (the "Project"); and

WHEREAS, the Project does not include the replacement of OUC's water lines beyond the above-referenced limits and the replacement of OUC's Existing Water Lines will connect to OUC's existing water lines; and

WHEREAS, the Parties hereto desire to enter into this Agreement to set forth the terms and conditions for the decommissioning the Existing Water Lines and constructing replacement Water Lines ("Replacement Water Lines") to accommodate CFX's improvements to the interchange of SR 528 and SR 436.

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

1. Recitals. The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter.

2. Design Consultant. Subject to the provisions of Section 3 below, CFX shall utilize a professional engineering firm ("Design Consultant") to design and permit, if necessary, the Replacement Water Lines. OUC shall have the right to review and approve the design as described herein and in Section 3 below, such approval shall not be unreasonably withheld or delayed. Review of the design plans shall occur within twenty (20) days of submittal of the design plans to OUC, unless extended in writing approved by both parties. Failure to respond within the allowable frame will be construed as acceptance of the design plans by OUC.

3. Design Cost.

   a. CFX has procured the Design Consultant in accordance with CFX's procurement process.

   b. The cost to design the Replacement Water Lines ("Design Cost") is estimated at **$25,920.65**. OUC shall reimburse CFX for the total design cost within thirty (30) days of receipt of an invoice.

   c. The agreed upon contingency for the Design Cost is ten percent (10%) ("Design Contingency"). Prior to using any portion of the Design Contingency, CFX will notify OUC for its review and approval, said approval not to be unreasonably withheld. OUC shall have twenty (20) days to respond, unless extended in writing approved by both parties. Failure to respond within the allowable frame will be construed as acceptance of the use of the Design Contingency by OUC.

   d. Upon completion of the design of the Replacement Water Lines, CFX shall provide such final design to OUC together with a statement setting forth the actual Design Cost. If the actual Design Cost exceeds **$28,512.72**, then CFX will provide OUC with backup for the increase in Design Cost and invoice OUC for said excess amount. OUC shall pay such amount to CFX within thirty (30) days of its receipt of the invoice(s). If the actual Design Cost is less than the amount already paid by OUC to CFX, then CFX shall refund such overage amount to OUC within thirty (30) days.

4. Insurance; Bond. CFX shall incorporate its standard insurance and Public Construction Bond requirements in the construction contract documents for the Replacement Water Lines. The general liability insurance policy provided by CFX's contractor shall name OUC and CFX as additional insureds. The Public Construction Bond shall remain in full force and effect until one (1) year after substantial completion of the Replacement Water Lines.

5. Construction Costs.

a. CFX will procure the construction contractor ("Contractor") in accordance with CFX's procurement process.

b. Prior to any obligation on behalf of CFX to commence construction, OUC will obtain an approved CFX Utility Permit.

c. OUC will pay for the cost to construct the Replacement Water Lines and any approved changes as described below ("Construction Cost"). The agreed upon contingency for the Construction Cost ("Construction Contingency") is ten percent (10%) of the Construction Cost. The agreed upon construction, engineering and inspection cost ("CEI Cost") is six percent (6%) of the sum of the Construction Cost plus the Construction Contingency.

d. After obtaining the construction low bid, but before commencing construction, CFX will provide OUC with OUC's share of the low bid Construction Cost attributable to OUC's Replacement Water Lines ("OUC's Share"), Construction Contingency, plus CEI Cost. OUC may accept or reject OUC's Share of the low bid Construction Costs within ten (10) business days of receipt. Failure to respond within the required time frame constitutes rejection.

i. If OUC accepts said Construction Cost, then OUC agrees to pay the cost to construct the Replacement Water Lines, including the Construction Contingency as utilized plus the CEI Cost, within thirty (30) days of a receipt of an invoice. It is anticipated that OUC's Share will be invoiced to OUC in a manner that corresponds with the invoices from the Contractor to CFX.

ii. If OUC rejects said Construction Cost, then the Parties agree that OUC will construct or cause to be constructed the Replacement Water Lines such that the construction of the Replacement Water Lines is completed within **one hundred twenty (120) days** from OUC's rejection.

e. Prior to using any portion of the Construction Contingency attributable to OUC's Replacement Water Lines, CFX will notify OUC for review and approval, said approval not to be unreasonably withheld. If OUC does not approve the change order within ten (10) business days, then CFX is under no obligation to accept the change order, perform additional work, or incur additional costs.

f. Upon completion of the Replacement Water Lines, CFX shall provide to OUC a statement setting forth OUC's Share of the actual total permitting and construction costs, including all change orders ("OUC's Final Construction Cost"). OUC shall pay OUC's Final Construction Cost to CFX within thirty (30) days of the statement;

provided, however, any such additional requested payment that exceeds ten percent (10%) of OUC's total previous payment obligation (which is OUC's Construction Cost with approved change orders plus OUC's Construction Contingency plus the CEI Cost plus approved increases) shall be subject to approval by OUC, which approval shall not be unreasonably withheld, and therefore will be reimbursed to CFX as soon as reasonably possible.

6. Condition of Existing Water Lines. OUC represents and warrants that, to the best of its knowledge, its Existing Water Lines are in a suitable condition for the Project and the work contemplated herein. In the event that the Existing Water Lines are not suitable for the Project or the work contemplated herein, OUC shall repair or otherwise rectify the Existing Water Lines so as to not materially delay the work of the Contractor. OUC shall be responsible for any costs associated with or arising from the condition of the Existing Water Lines, including additional oversight, design, construction costs, and other work.

7. Changes. During the course of the work on the Replacement Water Lines, if either CFX or OUC observes, or otherwise become aware of, any defects, conflicts, or necessary changes to the Replacement Water Lines, that Party shall immediately notify the other Party of such defect(s), conflict(s), or necessary change(s). OUC and CFX agree that time is of the essence in making any decisions, interpretations, or changes with respect to design, materials, and other matters pertinent to the work covered by the construction contract so as to not materially delay the work of the Contractor.

   a. If OUC determines that a change is necessary to the construction contract in order to complete the Replacement Water Lines, then OUC shall provide such proposed change to CFX for review and approval, which approval shall not be unreasonably withheld or denied. Upon CFX's approval of such change, CFX shall inform OUC of the cost for any change order that relates to OUC's Share, which OUC shall review and approve/reject within ten (10) business days, said approval not to be unreasonably withheld. Upon OUC's approval of the cost, CFX shall process a change order with the Contractor.

   b. If CFX determines that a change is necessary to the construction contract in order to complete the Replacement Water Lines, then CFX shall provide to OUC a copy of the proposed change order for review and approval, which approval shall not be unreasonably withheld or delayed. OUC shall notify CFX within ten (10) business days of receipt of the proposed change order of its approval or rejection. Upon OUC's approval of such change order, CFX shall inform OUC of the cost of any change order that relates to OUC's Share, which OUC shall review and approve or reject within ten (10) business days, said approval not to be unreasonably withheld.

   c. If OUC does not approve a requested change order or the cost of a change order, then CFX has the right to discontinue the construction work on the Replacement Water

Lines and OUC shall assume the responsibility for completing the construction of the Replacement Water Lines as soon as practicable so as not to impact the critical path as defined on CFX's Contractor's approved and updated baseline schedule.

d. If the Parties reach an impasse over any change order, the objection shall be heard by a committee ("Committee") composed of CFX's Chief of Infrastructure or his designee, an OUC representative, and a third member selected by the other two, which Committee shall make the final determination as to whether the change order shall be implemented. Such Committee shall make a good faith effort to resolve any such issues as expeditiously as possible and any such issues shall be resolved within three (3) days from the time the Committee first considers it, unless a majority of the Committee (2/3) agrees otherwise.

e. If there is a dispute between the Contractor and CFX, pertaining to an issue relating to the Replacement Water Lines, OUC shall have the right to attend any dispute resolution proceeding and provide input to CFX's representatives. OUC shall be responsible for payment resolutions or liability arising from the Contractor's or subcontractor's disputes or delay claims arising or resulting from construction of the Replacement Water Lines, or any claims resulting from activities or representations of OUC, if such claims are payable pursuant to an agreed upon change order, the dispute review board, arbitration, court order, or other dispute resolution proceeding, provided that OUC was afforded the opportunity to attend any dispute resolution proceeding and provide input to CFX's representatives so long as OUC's involvement is conducted in a manner that is consistent with the dispute resolution process identified in the Contractor's contract with CFX or written agreement among the parties. Said payment(s) shall be made within thirty (30) days of CFX's written request.

8. Inspections.

a. During Construction. During construction, OUC shall inspect the Replacement Water Lines on a regular basis and at all significant events. Any deficiencies in the Replacement Water Lines observed by OUC shall be reported in writing to CFX's Director of Construction within forty-eight (48) hours. All such identified deficiencies in the construction of the Replacement Water Lines shall be corrected or otherwise resolved by the Contractor as OUC and CFX agree.

b. Final Inspection. Upon completion of the Replacement Water Lines, OUC and CFX shall jointly conduct a final inspection. Any deficiencies in work shall be set forth on a "punch list." Upon completion or correction of all outstanding issues listed on the punch list to OUC's satisfaction, OUC shall promptly notify CFX in writing of its acceptance of the Replacement Water Lines.

c. OUC reserves the right to (i) have a representative present for any activities on Existing Water Lines or the Replacement Water Lines by CFX or its contractors, employees and agents; and (ii) impose reasonable restrictions and requirements, subject to CFX's approval, to protect the Existing Water Lines which must be followed by CFX agents and employees while working on the Existing Water Lines.

9. Post-Design Services. Post-design services attributable to OUC's Share include shop drawing reviews, plan revisions, site visits, among other tasks. OUC has the right to review, assist in the negotiations, and approve the cost of the post-design services ("Post-Design Cost"), which approval shall not be unreasonably withheld. OUC shall pay for its share of the Post-Design Cost.

10. Decommissioning of Existing Water Lines. It is acknowledged and agreed by the Parties that the Project requires the closure of OUC's Existing Water Lines. With respect to the Existing Water Lines, OUC agrees to pay CFX for the cost of removing the existing water lines. Upon the removal of the water lines out of the casings, the casings shall become the property of CFX.

11. 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 OUC and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Whenever 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. OUC and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties hereto agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Orange County, Florida.

12. Time is of the essence. Time is of the essence of this agreement and each and every provision hereof.

13. Waiver of Jury Trial. OUC AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

14. Design, Location and Funding Disclosure; Termination. In accordance with Section 5.2.5 of CFX's Property Acquisition, Disposition and Permitting Procedures Manual, OUC acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the Project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources. This Agreement terminates within five (5) years after its effective date.

15. Inspector General. The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the Existing Water Lines or the Replacement Water Lines contemplated herein.

16. No Third-Party Benefits. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

17. Formal Notice. Any formal notice required or allowed per Section 18 on Defaults shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

OUC: ORLANDO UTILITIES COMMISSION
100 W. Anderson St.
Orlando, Florida 32801
Attention: Charles E. DiGerlando, P.E., Manager
Water Distribution Engineering

Copy to: ORLANDO UTILITIES COMMISSION
100 W. Anderson St.
Orlando, Florida 32801
Attention: Carlos L. Woody, Chief Deputy General Counsel

Other notices may be delivered by email to the CFX Director of Construction or his designee and OUC's designated representative or designee.

18. Defaults. Each of the Parties hereto shall give the other Party written notice of any alleged default hereunder and shall allow the defaulting Party thirty (30) days from the date of receipt to cure such default.

19. Severability. If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (i) if the rights and obligations of the Parties contained therein are not materially prejudiced and, (ii) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

20. Sovereign Immunity. Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

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

[SIGNATURES TO FOLLOW]

ORLANDO UTILITIES COMMISSION

By:_____
Clint Bullock
General Manager & CEO

Approved as to Form by OUC Legal

_____

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

ATTEST:

By: _____
Laura Kelley, Executive Director

_____
Regla ("Mimi") Lamaute
Board Services Coordinator

Date: _____, 2019

APPROVED AS TO FORM for CFX only

By: _____

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CONSENT AGENDA ITEM #15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: August 28, 2019

RE: Agreement to Relocate Pole Squares for Signage along S.R. 436 (Jeff Fuqua Blvd.) between Greater Orlando Aviation Authority ("GOAA"), City of Orlando ("City"), and Central Florida Expressway Authority ("CFX"), Project 528-143

BACKGROUND

CFX intends to improve the interchange of S.R. 528 and S.R. 436, necessitating the relocation of ramps and associated signage to and from the Orlando International Airport, as part of CFX Project 528-143 (the "Project"). Three (3) signs will be impacted by the Project. The three signs are owned by City and GOAA and are located on six 10' by 10' squares of property (referred to as "Pole Squares"), which are also owned by City and GOAA subject to a right of reverter in favor of CFX. Two (2) of the Pole Squares and associated signage will be removed to accommodate the Project and four (4) Pole Squares and associated signage will be removed and relocated or replaced by CFX into easement areas within CFX's existing right-of-way as shown in **Exhibit "A"** attached hereto.

CFX, City, and GOAA desire to enter into an agreement to set forth the terms and conditions for the removal and conveyance of the existing Pole Squares to CFX from GOAA and City in exchange for an easement for the relocated Pole Squares from CFX ("Easement"), and for the removal and reversion of the abandoned Pole Squares to CFX by GOAA and City, all to accommodate CFX's improvements to interchange of S.R. 528 and S.R. 436.

There are several conditions precedent to closing, including finalization and approval of the legal descriptions for the easement areas, a certificate from CFX's General Engineering Consultant, and a certificate from CFX's bond counsel.

REQUEST

We respectfully request CFX Board approval of the attached Agreement to Relocate Pole Squares for Signage along S.R. 436 between Greater Orlando Aviation Authority, City of Orlando, and Central Florida Expressway Authority, subject to minor revisions with the approval of CFX's Executive Director and General Counsel, or their designees, and CFX's General Engineering Consultant and bond counsel.

Project 528-143
August 28, 2019

The Right of Way Committee recommended approval on August 28, 2019.

Attachment:

1) Proposed Agreement to Relocate Pole Squares for Signage along S.R. 436

Reviewed by: _____

AGREEMENT TO RELOCATE POLE SQUARES FOR SIGNAGE ALONG S.R. 436 (JEFF FUQUA BLVD.)

THIS AGREEMENT TO RELOCATE POLE SQUARES FOR SIGNAGE ALONG S.R. 436 (JEFF FUQUA BLVD.) (the "Agreement"), effective as of the last date of execution (the "Effective Date"), is entered into by and among **GREATER ORLANDO AVIATION AUTHORITY**, with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida, **CITY OF ORLANDO** ("City"), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an agency of the state, hereinafter called "CFX," with a principal address of 4974 ORL Tower Road, Orlando, FL 32807. GOAA, City, and CFX are sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

RECITALS

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies;

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the "GOAA Act"), as an independent special district and agency of the City of Orlando, Florida;

WHEREAS, City is fee owner of the Orlando International Airport property ("Airport");

WHEREAS, GOAA occupies, controls, and operates the Airport, pursuant to that certain Amended and Restated Operation and Use Agreement by and between GOAA and City, dated August 31, 2015, with an effective date of October 1, 2015 (the "Operating Agreement"), and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida;

WHEREAS, CFX intends to improve the interchange of S.R. 528 and S.R. 436, necessitating the relocation of ramps and associated signage to the Orlando International Airport, as part of CFX Project 528-143 (the "Project");

WHEREAS, City and GOAA previously acquired eighteen (18) 10' by 10' pole squares from CFX by Special Warranty Deed, recorded at Doc. # 20120347465 (O.R. Book 10401, Page 5069), for signage along S.R. 436 a/k/a Jeff Fuqua Boulevard ("the Signs"), subject to a right of

reverter in favor of CFX;

WHEREAS, six (6) of the eighteen (18) pole squares owned by GOAA and City must be removed to accommodate the Project, of which four (4) of the six (6) pole squares and associated signage ("Existing Pole Squares") will be removed and replaced by CFX with four (4) pole squares and similarly sized signage and relocated into an easement area within CFX's existing right-of-way ("Relocated Pole Squares") as shown in **Exhibit "A"** attached hereto and incorporated herein by this reference;

WHEREAS, the four (4) Existing Pole Squares are the pole squares identified on **Exhibit "A"** as Sign Numbers 40A East, 40A West, and two without sign numbers and the Relocated Pole Squares are identified as Sign Numbers 40A East R19, 40A West R19, 20 East R19, and 20 West R19;

WHEREAS, the Parties agree that the remaining two (2) pole squares identified as Sign Numbers 730 East and 730 West, as shown in **Exhibit "A,"** along with the corresponding sign are no longer needed and, as such, will be abandoned by GOAA and City and will revert back to CFX ("Abandoned Pole Squares");

WHEREAS, the Parties hereto desire to enter into this Agreement to set forth the terms and conditions for the removal and conveyance of the Existing Pole Squares to CFX from GOAA and City in exchange for an Easement for the Relocated Pole Squares from CFX ("Easement"), and for the removal and reversion of the Abandoned Pole Squares to CFX by GOAA and City, all to accommodate CFX's improvements to interchange of S.R. 528 and S.R. 436; and

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

1. Recitals. The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter.

2. Exchange of Pole Squares. Subject to the terms and conditions contained herein, CFX agrees to convey an Easement for the Relocated Pole Squares to City and GOAA; and City and GOAA agree to convey the Existing Pole Squares to CFX and to execute a Notice of Reverter pertaining to the Abandoned Pole Squares. The Existing Pole Squares, the Relocated Pole Squares, and the Abandoned Pole Squares are hereinafter collectively referred to as the "Pole Squares".

3. Property Exchange/Abandonment. Subject to Federal Aviation Authority approval, the Parties agree that the Easement for the Relocated Pole Squares is substantially similar in value to the fee interest in the Existing Pole Squares, and that GOAA and City are abandoning

the Abandoned Pole Squares, which shall revert back to CFX pursuant to its right of reverter under the Special Warranty Deed (O.R. Book 10401, Page 5069). As additional consideration, CFX shall relocate or replace the existing structures and signage. The Parties also acknowledge that the value in question is de minimis and the cost to obtain and review an appraisal likely exceeds the value of the Pole Squares.

4. Signed and Sealed Legal Descriptions. CFX shall provide to City and GOAA final legal descriptions and sketches for the Easement for the Relocated Pole Squares no later than sixty (60) of the Effective Date, which time frame may be extended upon mutual agreement by the Parties hereto. The Easement for the Relocated Pole Squares shall collectively encumber the same square footage of property as the Existing Pole Squares. GOAA and City shall have fifteen (15) days after receipt to review the final legal descriptions and provide written notice of its comments, objections, or approval to CFX. Once the final legal descriptions are approved, the legal descriptions will be signed and sealed. In addition, GOAA and City shall have the right, at any time before Closing, to have the Easement for the Relocated Pole Squares independently surveyed at its sole cost and expense. In the event that the final legal descriptions need to be modified after construction, the Parties agree to cooperate fully and in a timely manner to assist in correcting any error or omission in the legal descriptions, when the correction of same is deemed to be desirable or necessary by the Parties.

5. Inspections; Condition of Relocated Pole Squares.

a. GOAA and City shall have thirty (30) days after delivery of the final legal descriptions (the "Inspection Period"), to determine, in their discretion, that the Relocated Pole Squares and Easement are suitable and satisfactory for signage. During the Inspection Period, GOAA, City and their representatives shall have the right to enter upon the property on which the Relocated Pole Squares are to be located pursuant to **Exhibit "A"** attached hereto; provided, however, such entry shall be coordinated with CFX and shall not unreasonably damage the Easement areas for the Relocated Pole Squares ("Easement Area") or interfere with CFX's or any third party's use or occupancy of the Easement Area or the adjacent expressway. GOAA and City shall repair any damage occurring to the Easement Area as a result of such activities and restore the Easement Area to substantially the same condition as the Easement Area was in immediately prior to GOAA's or City's entry thereon. All such entries onto the Easement Area during the Inspection Period shall be at the sole risk and expense of GOAA and City, and CFX shall have no liability for any injuries or damages sustained by GOAA or City or any of their agents, contractors or other third parties. GOAA and City agree to indemnify and hold CFX harmless from any and all loss, claim, action, demand or liability against CFX or the Easement Area which may arise directly from GOAA's or City's exercise of their rights during the Inspection Period pursuant to this Paragraph 5(a), including any damage to the Easement Area. This paragraph shall survive the

expiration or earlier termination of this Agreement for the limited purpose of allowing CFX to provide notice of a claim arising under this Paragraph 5(a).

b. CFX shall provide to City and GOAA the final proposed location, structure and associated signage for the Relocated Pole Squares at the commencement of the Inspection Period. If GOAA and/or City object to the location, structure or associated signage CFX has proposed for one or more of the Relocated Pole Squares, then GOAA and/or City shall notify CFX in writing ("Notice of Objection") within the Inspection Period, which Notice of Objection shall include a proposed alternate location, structure or signage for the Relocated Pole Square(s) at issue. The Parties shall work together in good faith to reach a mutually agreement for the Relocated Pole Square(s) at issue. In the event GOAA and City shall fail to provide CFX with the Notice of Objection within the Inspection Period, GOAA and City shall be deemed to have waived the right to alter the location, structure or signage for the Relocated Pole Squares; provided, however, that if it is determined that additional modifications are needed to the location, structure or signage proposed for one or more of the Relocated Pole Squares from what was identified and agreed upon by GOAA and City at the expiration of the Inspection Period, then neither Party shall have waived the right to object to the location, structure or signage of such Relocated Pole Squares and the Parties shall work together to determine an agreed upon alternate location, structure or signage.

c. In the event CFX deems it necessary to rearrange, remove or relocate one or more of the Relocated Pole Squares to accommodate changes or improvements on or to CFX's Expressway System after the Pole Squares and associated signage are installed within the Easement Area pursuant to this Agreement then such rearrangement, removal or relocation shall be completed by CFX, at its sole cost and expense, subject to CFX obtaining prior written consent from GOAA's Chief Executive Officer. .

6. Conditions Precedent. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that GOAA, CFX, and the City shall have no obligations to close unless and until all the requirements set forth in CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Manual") and Bond Covenants have occurred, including those related to the receipt of a certificate from CFX's General Engineering Consultant and Bond Counsel, and GOAA has obtained approval from the Federal Aviation Administration (the "FAA") approval.

7. Closing Date and Closing Procedures and Requirements.

a. Closing Date. The closing of the property exchange contemplated under this Agreement (the "Closing") shall be held on or after GOAA's and City's approval of the legal descriptions for the Easement Area and the Conditions Precedent have been met, but in no event later than thirty (30) days after the expiration of the Inspection Period or the satisfaction of the

Conditions Precedent, whichever is later, on a date and time specified by CFX (the "Closing Date") upon not less than thirty (30) days' written notice to GOAA and City, unless such date is extended in order to secure the required approval from the FAA. Closing shall be held at CFX's headquarters or at such other place as GOAA, City and CFX shall agree. Notwithstanding the foregoing, closing may be by mail or overnight courier.

b. Conveyance of an Easement for the Relocated Pole Squares. At the Closing, CFX shall execute and deliver to GOAA or City an Easement, substantially in the form and content attached hereto as **Exhibit "B"** and incorporated herein by reference, conveying a perpetual, non-exclusive Easement for the use and benefit of GOAA and City for the purpose of installing and maintaining information signage on the Relocated Pole Squares along the ingress and egress to the Airport, subject to a reservation unto CFX all rights of ingress, egress, light, air, and view to, from, across and between CFX's Expressway System and the Property. In conjunction therewith, GOAA and City shall execute and deliver a Special Warranty Deed to CFX conveying or releasing the Existing Pole Squares and a Notice of Reverter releasing the Abandoned Pole Squares, substantially in the form and content of **Exhibit "C"** and **Exhibit "D"**, respectively.

c. Reverter. The parties agree that in the event City or GOAA cease utilizing the Easement for the Relocated Pole Squares (or any portion thereof) for signage or otherwise fail to comply with the restrictions in the Easement, then that portion of the Easement shall revert to and be vested in CFX at which time City or GOAA will cause to be executed and recorded any and all documents required to provide proper notice of said reverter.

d. Delivery of Possession; Risk of Loss. GOAA and City shall be given possession of the Easement Area for the Relocated Pole Squares on the Closing Date as described in the Easement. All risk of loss prior to closing shall be borne by CFX, except to the extent of GOAA's or City's liability for damage to the Easement Area under Paragraph 6(a) of this Agreement caused by GOAA or City, its employees, agents or contractors, which shall be borne by GOAA or City, respectively. Similarly, CFX shall be given possession of the Existing Pole Squares on the Closing Date. All risk of loss prior to closing shall be borne by GOAA and City, except to the extent of CFX's liability for damage to the Existing Pole Squares caused by CFX, its employees, agents or contractors, which shall be borne by CFX.

e. Closing Costs; Prorations. CFX shall pay all costs of the recording of the Deed (including documentary stamp taxes, if any), Easement, and Notice of Reverter. The Parties shall each pay their own attorney's fees. Real property taxes and assessments on the Existing Pole Squares, Relocated Pole Squares and Abandoned Pole Squares, if any, shall be prorated as of the date of Closing. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Orange County, Florida.

f. General Closing Documents. At Closing, the parties shall sign a closing statement or statements, an agreement for future cooperation to correct errors or omissions, and such other documents as are necessary to complete the transaction. CFX, City, and GOAA shall each sign an affidavit that it is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include the Party's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that it is exempt from withholding tax on the Purchase Price under FIRPTA).

8. Warranties and Representations of CFX. To induce the City and GOAA to enter into this Agreement and to exchange the Existing Pole Squares for an Easement for the Relocated Pole Squares, CFX, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of CFX's knowledge:

a. That, pursuant to the CFX Act, CFX has the full right, power, and authority to enter into and deliver this Agreement, to sell, convey and consent to the exchange of the Existing Pole Squares for an Easement for the Relocated Pole Squares and to perform all covenants and agreements of CFX hereunder.

b. Pursuant to the CFX Act, CFX has the present, exclusive right to occupy, operate, control and use the Easement Area, and there are no tenancy, rental or other occupancy agreements affecting the Easement Area other than the Permitted Exceptions and utilities.

c. That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Easement Area or any portion thereof, or relating to or arising out of the ownership of the Easement Area, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

d. With the exception of the items in the official public records, no person, firm or other legal entity other than GOAA and City have any right or option whatsoever to acquire the interest contemplated herein as to the Easement Area or any portion or thereof or any interest therein.

e. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by CFX of any provision of any agreement or other instrument to which CFX is a party or to which CFX may be subject although not a party or which may otherwise affect or encumber the Easement Area,

nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against CFX.

f. To the best knowledge of CFX, as of the date of this Agreement, CFX has not received written notice from any governmental authority or agency of any material violation with respect to the Relocated Pole Squares of laws relating to Hazardous Materials (as hereinafter defined) which violation remains uncured in any material respect. For purposes of this Agreement, the term Hazardous Materials shall mean (a) any toxic substance or hazardous waste, hazardous substance or related hazardous material; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of presently existing federal, state or local safety guidelines, whichever are more stringent; and (c) any substance, material or chemical which is defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any federal, state or local statute, law, code, or ordinance or under the regulations adopted or guidelines promulgated pursuant thereto, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq., provided, however, that the term "Hazardous Material" shall not include (i) motor oil and gasoline contained in or discharged from vehicles not used primarily for the transport of motor oil or gasoline, or (ii) materials which are stored or used in the ordinary course of operating the Easement Area.

g. That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

h. In the event that any changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which CFX has knowledge, CFX shall immediately disclose same to GOAA and City when such knowledge is first available; and in the event of any change which may be deemed by GOAA and/or City to be materially adverse, GOAA and/or City may, at its election, terminate this Agreement.

9. Warranties and Representations of GOAA and City. GOAA and City agree to provide the same warranties as provided by CFX with respect to the Existing Pole Squares and Abandoned Pole Squares. More specifically, GOAA, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of GOAA's knowledge:

a. That, pursuant to the GOAA Act and the Operating Agreement and subject to approval from the FAA, GOAA has the full right, power, and authority to enter into and deliver this Agreement, to sell, convey and consent to the conveyance of the Existing Pole Squares and the Abandoned Pole Squares in accordance herewith and to perform all covenants and agreements of GOAA hereunder.

b. Pursuant to the GOAA Act and the Operating Agreement, GOAA has the present, exclusive right to occupy, operate, control and use the Existing Pole Squares and the Abandoned Pole Squares, and there are no tenancy, rental or other occupancy agreements affecting the Existing Pole Squares and the Abandoned Pole Squares other than the Permitted Exceptions.

c. That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Existing Pole Squares and the Abandoned Pole Squares or any portion thereof, or relating to or arising out of the ownership of the Existing Pole Squares and the Abandoned Pole Squares, in any court, or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

d. With the exception of the notice provisions associated with surplus federal property, no person, firm or legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the Existing Pole Squares and the Abandoned Pole Squares or any portion or thereof or any interest therein.

e. That, subject to obtaining written consent from the FAA, the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by GOAA of any provision of any agreement or other instrument to which GOAA is a party or to which GOAA may be subject although not a party or which may otherwise affect or encumber the Existing Pole Squares and the Abandoned Pole Squares, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against GOAA.

f. That, subject to approval from the FAA, the conveyance of the Existing Pole Squares and the Abandoned Pole Squares to CFX and the use of the Existing Pole Squares and the Abandoned Pole Squares by CFX will not interfere with the landing and takeoff of aircraft at the Orlando International Airport, the air navigation and/or communication facilities serving the Orlando International Airport, or otherwise constitute an airport hazard.

g. To the best of GOAA's knowledge, as of the date of this Agreement, GOAA has not received written notice from any governmental authority or agency of any material

violation with respect to the Existing Pole Squares and the Abandoned Pole Squares of laws relating to Hazardous Materials (as defined above) which violation remains uncured in any material respect.

h. That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

i. In the event that any changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which GOAA has knowledge, GOAA shall immediately disclose same to CFX when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

10. Warranties and Representations of City. To induce CFX to enter into this Agreement and to purchase the Existing Pole Squares and the Abandoned Pole Squares, City, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is given to the best of City's knowledge:

a. That City, as fee simple owner of the Existing Pole Squares and the Abandoned Pole Squares, has taken all steps necessary under its Charter, the GOAA Act, and the Operating Agreement to approve and authorize the sale and conveyance of the Existing Pole Squares and the Abandoned Pole Squares contemplated herein, including, without limitation, conveyance of the fee simple. Further, no person, firm or legal entity other than CFX has any right or option whatsoever to acquire the interest contemplated herein as to the Existing Pole Squares and the Abandoned Pole Squares or any portion thereof or any interest therein.

b. To the best knowledge of the City, there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Existing Pole Squares and the Abandoned Pole Squares or any portion thereof or relating to or arising out of City's fee ownership of the Existing Pole Squares and the Abandoned Pole Squares, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

c. Subject to obtaining written consent from the FAA, that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by City of any provision of any agreement or other instrument to which City is a party, or to which City may be subject although not a party or which may otherwise affect or encumber the Existing Pole Squares and the Abandoned Pole Squares, nor

result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against City.

d. To the best knowledge of City, as of the date of this Agreement, City has not received written notice from any governmental authority or agency of any material violation with respect to the Existing Pole Squares and the Abandoned Pole Squares of laws relating to Hazardous Materials (as defined above) which violation remains uncured in any material respect.

e. That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

f. In the event that any changes occur as to any information, documents, or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which City has knowledge, City shall immediately disclose same to CFX when such knowledge is first available; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

11. Failure of Performance.

a. On the part of CFX: In the event of a default by CFX under this Agreement prior to closing, then as GOAA's and City's sole remedy hereunder, GOAA and City may terminate this Agreement. If terminated, CFX shall repair any damage occurring to the premises and the six (6) pole squares to be removed pursuant to this Agreement, and restore the premises, pole squares and associated signage to substantially the same condition as immediately prior to this Agreement. GOAA and City expressly waive any and all other remedies, legal or equitable, including any action for damages.

b. On the part of GOAA and City: In the event of a default by GOAA or City under this Agreement prior to Closing, then as CFX's sole remedy hereunder, CFX may terminate this Agreement. CFX expressly waives any and all other remedies, legal or equitable, including any action for damages.

12. No Recording. With the exception of the exhibits attached hereto, neither this Agreement nor any record or memorandum thereof shall be recorded in the Public Records of any county in the State of Florida. Recording of this Agreement or any of the terms and provisions hereof, or any record or memorandum thereof shall, at the option of the Party, constitute grounds for termination of the Agreement. Nevertheless, this Agreement will be included in the official records of each Party as a public record.

13. 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 GOAA, City, and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. 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. GOAA, City, and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at closing or after closing if desirable or necessary to assist in correcting errors or omissions. This Agreement shall be interpreted under the laws of the State of Florida. GOAA, City, and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties hereto agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Orange County, Florida. Time is of the essence of this agreement and each and every provision hereof.

14. Waiver of Jury Trial. GOAA, CITY, AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

15. Design, Location and Funding Disclosure. In accordance with Section 5.2.5 of CFX's Manual, GOAA and City acknowledge that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the Project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources.

16. Not an Offer. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Existing Pole Squares or the Relocated Pole Squares.

17. Inspector General. The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the removal and relocation of the Pole Squares contemplated herein.

18. No Third-Party Benefits. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

19. Right of Entry. It is acknowledged and agreed by the Parties that the Project timing may require CFX and its contractors to enter onto the Existing Pole Squares, the Relocated Pole Squares, and the Abandoned Pole Squares (collectively "Pole Squares") to relocate the Signs prior to the Closing contemplated herein. With respect to the Pole Squares, GOAA and City agree and hereby grant to CFX and its contractor, and their respective employees, agents, engineers, contractors, assigns (including utility providers) and other representatives, for that period of time beginning upon the effective date hereof and ending upon conveyance of the Pole Squares to CFX or the completion of the Project, whichever is applicable, and subject to the other terms and conditions herein set forth, a non-exclusive right and license to enter upon, over, under, and through the Pole Squares as may be necessary for the Project. This right of entry shall include the right to enter upon, over, under, and through the Existing Pole Squares, the Easement Area for the Relocated Pole Squares, and the Abandoned Pole Squares for the purposes of inspection, design, engineering, permitting and construction. Said right and license shall merge and terminate upon the Closing or earlier termination of this Agreement.

20. Insurance and Third-Party Beneficiary. All work performed within the Existing Pole Squares, the Easement Area for the Relocated Pole Squares, or Abandoned Pole Squares under the rights of entry granted herein to CFX or its contractors and their employees, agents, engineers, contractors, assigns (including utility providers) and other representatives shall be at the sole risk and expense of CFX or the parties performing such work contemplated herein. Neither GOAA nor City shall have any liability whatsoever for any injuries or damages sustained by CFX or any of CFX's agents or contractors or any other third parties. CFX agree to indemnify and hold GOAA and City harmless from any and all loss, claim, action, demand or liability against GOAA and/or City for the work performed within the Pole Squares or Easement Area for the Relocated Pole Squares which may arise directly or indirectly out of CFX's removal and relocation of the pole squares and signage from their current location in connection with the Project. CFX shall include in its applicable contracts related to the relocation or replacement of the Signs that GOAA and City are third-party beneficiaries of its contracts as to indemnification and an additional insured as to insurance related to the use of the Existing Pole Squares, Relocated Pole Squares, or

applicable portions thereof, pursuant to the grants of right-of-entry. This paragraph shall survive the expiration or termination of this Agreement.

21. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

GOAA: GREATER ORLANDO AVIATION AUTHORITY
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Executive Officer
Telephone: (407) 825-2051
Telecopy: (407) 825-2202

Copy to: GREATER ORLANDO AVIATION AUTHORITY
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attn: Chief Operation Officer
Telephone: (407) 825-2051
Telecopy: (407) 825-2202

Copy to: Marchena and Graham, PA
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814
Attn: Christopher Wilson, Esq,

Telephone: (407) 658-8566
Telecopy: (407) 281-8564

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attn: Chief Administrative Officer

Copy to: CITY OF ORLANDO
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: Roy K. Payne, Esq.

22. Defaults. Each of the Parties hereto shall give the other Party written notice of any alleged defaults hereunder and shall allow the defaulting Party thirty (30) days from the date of receipt to cure such defaults.

23. Severability. If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (i) if the rights and obligations of the Parties contained therein are not materially prejudiced and, (ii) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

24. Sovereign Immunity. Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

25. Brokerage. City, GOAA, and CFX hereby represent and warrant each to the other that said warrantying party has not engaged or dealt with any agent, broker, or finder in regard to this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Joint Participation Agreement to be executed as of the day and year written below.

"GOAA"
GREATER ORLANDO AVIATION AUTHORITY

By:_____
Phillip N. Brown, A.A.E.
Chief Executive Officer

Date:_____

ATTEST

By: _____
Dayci S. Burnette-Snyder
Assistant Secretary

APPROVED AS TO FORM AND LEGALITY this _____ day of _____, 2019, for the use and reliance by the Greater Orlando Aviation Authority, only.

Marchena and Graham, P.A., Counsel

By:_____
Marchena and Graham, P.A.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"CITY"
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation

By:_____

Printed Name:_____

Title:_____

Date: _____

ATTEST

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM AND LEGALITY this __ day of _____, 2019, for the use and reliance by the City of Orlando, only.

By:_____
City Attorney

Printed Name:_____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Chairman Jay Madara

Date:_____

ATTEST:

_____
Mimi Lamaute, Executive Secretary

APPROVED AS TO FORM for execution by a signatory of the Central Florida Expressway Authority

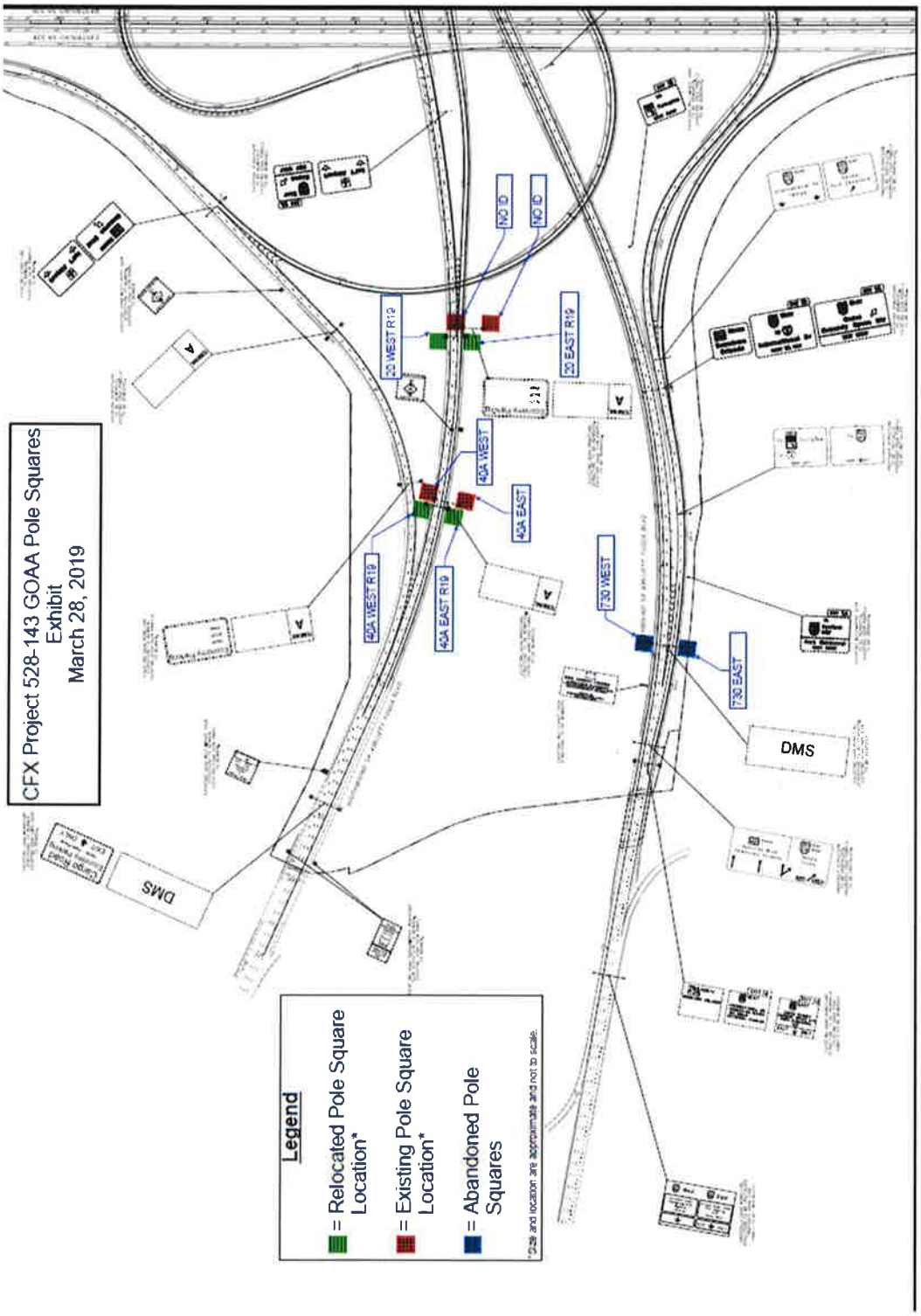
_____
General Counsel

Exhibits

Exhibit "A" Sketches of the Pole Squares
Exhibit "B" Easement from CFX for the Relocated Pole Squares
Exhibit "C" Special Warranty Deed from City and GOAA for the Existing Pole Squares
Exhibit "D" Notice of Abandonment from City and GOAA for the Abandoned Pole Squares and Notice of Reverter to CFX

For Recording Purposes Only

EXHIBIT "A"
SKETCHES OF THE POLE SQUARES



For Recording Purposes Only

EXHIBIT "B"

FORM OF EASEMENT
FOR THE RELOCATED POLE SQUARES FROM CFX

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

For Recording Purposes Only

S.R. 528/S.R. 436 Interchange Improvements
Project 599-143, Sign Numbers 730 East, 730 West,
40A East, 40A West, No Id East, No Id West

EASEMENT AGREEMENT
(FOUR RELOCATED POLE SQUARES)

THIS EASEMENT AGREEMENT (the "Agreement"), effective as of the last date of execution (the "Effective Date"), is entered into by and among **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399 ("GOAA"), **CITY OF ORLANDO** ("City"), a Florida Municipal Corporation existing under the laws of the State of Florida with a principal address of 400 South Orange Avenue, Orlando, FL 32801, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an agency of the state, ("CFX"), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807. GOAA, City, and CFX are sometimes collectively referred to as the "Parties" or individually referred to as a "Party."

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies;

WHEREAS, CFX is owner of certain parcels of real estate and premises located in the County of Orange, State of Florida, including the certain limited-access highway, ramps, appurtenances, other facilities known as State Road ("S.R.") 528;

WHEREAS, CFX intends to improve the interchange of S.R. 528 and S.R. 436, necessitating the relocation of ramps and associated signage to the Orlando International Airport, as part of CFX Project 528-143 (the "Project");

WHEREAS, GOAA is a public body corporate and politic duly organized and validly existing under Chapter 98-492, Special Laws of Florida 1998, as amended (the "GOAA Act"), as an independent special district and agency of the City of Orlando, Florida, and City is fee owner of the Orlando International Airport property ("Airport");

WHEREAS, GOAA occupies, controls, and operates the Airport, pursuant to that certain Amended and Restated Operation and Use Agreement by and between GOAA and City, dated August 31, 2015, with an effective date of October 1, 2015 (the "Operating Agreement"), and that certain Memorandum of Operation and Use Agreement filed March 23, 2016 in Official Records as Clerk's Document No. 20160146368, Public Records of Orange County, Florida;

WHEREAS, in order to accommodate the Project, four (4) of the pole squares owned by GOAA and City and used for informational signage have been or will be removed and relocated into an easement area within CFX's existing right-of-way ("Relocated Pole Squares") as shown in **Exhibit "A"** attached hereto and incorporated herein by this reference;

WHEREAS, CFX desires to grant to City and GOAA, and City and GOAA desire to obtain from CFX, a perpetual non-exclusive easement for the Relocated Pole Squares and associated signage (the "Easement"), as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of One and no/100 Dollars ($1.00) and other good and valuable considerations and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Agreement are true and correct and are incorporated herein by this reference.

2. **Grant of Easement.** CFX ("GRANTOR") hereby grants and conveys to City and GOAA (jointly, the "GRANTEE") a perpetual non-exclusive easement, subject to the restrictions and reverters hereinafter set forth, over parcels of real property located along the ingress and egress of the Airport containing approximately four pole squares (each referred to as a "Pole Square" and collectively referred to as "the Property"), as more particularly described in **Exhibit "A."**

3. **Subject to the following restrictions**:

a. The Property conveyed by GRANTOR is for the use and benefit of GRANTEE and shall be utilized for the following purpose, excluding all others, of installing and maintaining informational signage along the Expressway System to the Orlando International Airport. GRANTEE expressly agrees to refrain from any use of the Property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.

4. **Subject to the following right of reverter in favor of GRANTOR**: In the event that GRANTEE ceases to utilize the Property (or any portion thereof) for signage or otherwise

fails to comply with the restriction provided in Paragraph 3 above, then the interest herein granted by this Easement to the Property shall cease and revert to and be vested in the GRANTOR, its successors or assigns, and the Property will automatically revert to the GRANTOR at which time City and GOAA will cause to be executed and recorded any and all documents required to provide proper notice of said reverter, at CFX's expense.

5. Subject to the following reservations in favor of GRANTOR:

a. Reserving unto GRANTOR all rights of ingress, egress, light, air, and view to, from, across and between State Road 528 right of way, including ramps and ponds, collectively referred to as "CFX's Expressway System," and the Property.

b. Reserving the right to ingress and egress and to traverse the Property; to landscape, pave, or modify areas of said Property or permit encroachments or structures thereon which are not inconsistent with GRANTEE'S use; and for any use not inconsistent with GRANTEE's use, provided, such use shall not in any manner adversely affect GRANTEE's use of the Property. GRANTEE acknowledges that CFX shall have the right to utilize the Property for access to, across and along the Property in order to perform maintenance on CFX's Expressway System that may be located on, over, under, or adjacent to the Property. The foregoing right includes CFX's reservation of the right to maintain, expand, install, construct, alter, repair, renew, replace and/or otherwise modify CFX's Expressway System either going over or under the Property and improvements thereon, including altering and/or otherwise modifying the Property so long as CFX does not affect GRANTEE's use and operation of the Property for informational signage.

6. Special Conditions: In connection with its construction, operation, maintenance and modification of the Signs, GRANTEE agrees to:

a. Secure all necessary permits from the respective state, county, city, or other authority. All construction shall be in strict accordance with such permits.

b. Abide by all regulations for traffic control as prescribed by the Florida Department of Transportation for similar type work and/or the Florida Highway Patrol and any other applicable agency or authority.

c. Maintain the informational signage and associated structures ("Sign Structures") within the Property, and to pay all costs and expenses associated with GRANTEE's use of the Property. GRANTEE's maintenance of the Sign Structures shall be accomplished in a manner so as to cause no unreasonable interference with the use of CFX's Expressway System. CFX shall have no duty to inspect or maintain the Sign Structures.

d. Not interfere with the safe and efficient operation of CFX's Expressway System. It is understood, however, that lane closures will be permitted as specifically authorized in writing by CFX as part of CFX's permitting process and CFX shall process the same in the manner as is customary with others seeking similar permits. Similarly, any maintenance activity that impacts CFX's Expressway System shall require an approved CFX permit. GRANTEE shall require all

contractors and subcontractors to have all required licenses and certifications. All work performed on the Property shall conform to all applicable federal, state, and local regulations.

e. In the event that GRANTEE fails to maintain the Sign Structures in accordance with any applicable law, regulation or ordinance, CFX shall provide written notice to GRANTEE of such failure. If GRANTEE fails to cure the failure within thirty (30) days of the date of its receipt of CFX's written notice, then CFX may perform or have others perform such maintenance to the Sign Structures and GRANTEE shall reimburse GRANTOR for the reasonable costs it incurred to perform such maintenance within thirty (30) days of GRANTEE's receipt from GRANTOR of an invoice and any other supporting documentation reasonably requested by GRANTEE evidencing the costs to be reimbursed. Notwithstanding the foregoing, if GRANTEE's failure to perform or cure such failure to maintain the Sign Structures is a result of GRANTOR's or another governmental entities failure to grant GRANTEE access to the Property to perform such maintenance then GRANTEE shall have no obligation to reimburse GRANTOR for any maintenance GRANTOR performs or has others perform on the Sign Structures pursuant to this Paragraph 6(e). GRANTEE shall not be required to reimburse CFX for costs and expenses unrelated to GRANTEE's use of the Sign Structures on the Property.

f. Release and hold harmless the GRANTOR from any damage to CFX's Expressway System, including existing telephone lines, cables, water, electric, sewer or drainage lines or pipelines which may be encountered or crossed during GRANTEE's, its employees', agents' or contractors' maintenance, replacement or use of the Sign Structures. GRANTEE will be notified in advance, in accordance with Paragraph 10, of any future systems that might be placed adjacent to or across the Property.

g. Assume full responsibility for all injuries to or death of, any persons and for damages to property and for all claims, losses or expense which arises out of GRANTEE's maintenance, change, use or removal of said Sign Structures if caused by negligence of GRANTEE, its employees, agents or contractors, and GRANTEE shall indemnify and hold GRANTOR harmless from all liens, losses, expenses or claims which arise out of the negligence of GRANTEE, its employees, agents or contractors, in the exercise of the rights granted herein.

h. Not impose covenants, restrictions or liability upon, or with respect to, CFX or the Property that are inconsistent with or in contravention of the uses of the Property allowed in this Agreement.

7. In the event that CFX deems it shall become necessary to rearrange, remove or relocate one or more of the Pole Squares to accommodate changes or improvements on or to CFX's Expressway System, the Parties agree to fully cooperate with the other to reach a mutual agreement as to the changes necessary to accommodate CFX's request, and as consideration for such accommodation, GRANTOR shall make such agreed upon changes and/or relocations as may be necessary to accomplish GRANTOR's purpose, as applicable, at GRANTOR's sole cost and expense. Further, GRANTOR will cooperate with GRANTEE to the end that such changes and relocations shall be held to the minimum necessary to accomplish GRANTOR's purposes, thereby causing a minimum of disturbance to GRANTEE's Sign Structures and Property.

8. The rights of GRANTEE under this Agreement are subject and subordinate to the rights of the owners of any utilities existing on the Property as of the Effective Date ("Current Utilities"), if any, under the documents governing the same and to the extent the same are inconsistent with GRANTEE'S rights under this Agreement. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the right, title and interest of GRANTOR in the land to be entered upon and used by GRANTEE.

9. All rights of GRANTEE herein shall be subordinate to the rights of the bondholders or to holders of bonds which from time to time in the future may be issued for the purposes of providing funds to construct any additional projects under and secured by the 1965 Trust Indenture, the 1970 Supplemental Trust Indenture and subsequent supplemental trust indentures. The Easement granted herein shall also be subordinate and inferior to the Lease Purchase Agreement between CFX and the State Road Department of Florida executed in connection with the 1965 Trust Indenture and the Supplemental Lease Purchase Agreement between the Division of Bond Finance of the Department of General Services of the State of Florida, and CFX and the Department of Transportation of the State of Florida, executed in connection with the 1970 Supplemental Trust Indenture and such future lease purchase agreements as may be executed in connection with the sale of bonds to finance additional projects. GRANTEE herein agrees that it will cooperate with GRANTOR in good faith, if called upon, to execute such papers or documents as are reasonably necessary to affect such subordination in connection with any past or future trust indentures of CFX.

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

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Executive Director

Copy to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: General Counsel

GOAA: GREATER ORLANDO AVIATION AUTHORITY
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399
Attention: Chief Executive Officer

Copy to: Marchena and Graham, P.A.

976 Lake Baldwin Lane, Suite 101
Orlando, Florida 32814
Attention: Marcos R. Marchena, Esq.

CITY: CITY OF ORLANDO
400 South Orange Avenue
Orlando, Florida 32801
Attention: Chief Administrative Officer

Copy to: City Attorney
Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attention: Roy K. Payne, Esq.

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

11. Modification. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

[SIGNATURE PAGES FOLLOWING]

For Recording Purposes Only

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

"GOAA"
GREATER ORLANDO AVIATION AUTHORITY

ATTEST:

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

_____
Dayci S. Burnette-Snyder,
Assistant Secretary

Date: _____, 2019

WITNESSES:

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ___ DAY OF _____, 2019.
Marchena and Graham, P.A., General Counsel.

_____
Print Name: _____

_____
Print Name: _____

By: _____
Marchena and Graham, P.A.

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Phillip N. Brown, A.A.E., the Chief Executive Officer of the Greater Orlando Aviation Authority, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

Notary Seal

Print Name: _____

Commission Expires: _____

For Recording Purposes Only

"CITY"
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By:_____

Printed Name:_____

Title:_____

[Official Seal]

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ___ DAY OF _____, 2019.

By:_____

WITNESSES:

_____
Printed Name: _____

_____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____ , as _____ _____, of the City of Orlando, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Orlando, and acknowledged the execution thereof to be his/her free act and deed as such officer and that he/she was duly authorized so to do.

In witness whereof, I have hereunto set my hand and official seal at Orlando, in the County of Orange, State of Florida, this _____ day of _____, 2019.

_____
Notary Public
My commission expires:_____

For Recording Purposes Only

"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public Corporation of the State of Florida

ATTEST:

By: _____
Jay Madara, Chairman

_____
Regla ("Mimi") Lamaute
Board Services Coordinator

Date: _____, 2019

WITNESSES:

APPROVED FOR EXECUTION BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY ONLY.

_____
Print Name: _____

_____
Print Name: _____

By: _____
Print Name: _____
Date: _____, 2019

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, as Chairman of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. He is personally known to me.

_____
(Signature of Notary Public)

_____
(Printed name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED FOR THE EXISTING POLE SQUARES FROM CITY AND GOAA

Prepared By:
Jessica Maugeri, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32814

Reserved for Recording

S.R. 528/S.R. 436 Interchange Improvements
Project 599-143,
Sign Numbers 40A East R19, 40A West R19, 20 East R19, 20 West R19

This deed is a conveyance of property between two governmental entities and is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), and 12B-4.054(24) F.A.C., and Section 201.02(6), Florida Statutes.

SPECIAL WARRANTY DEED
(Existing Pole Squares)

THIS SPECIAL WARRANTY DEED, made and executed on the _____day of _____, 2019, by CITY OF ORLANDO, a municipal corporation under the laws of the State of Florida ("City"), with a principal address is 400 South Orange Avenue, Orlando, Florida 32801, and the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida ("GOAA"), whose principal address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (hereinafter, City and GOAA are jointly referred to as the "GRANTORS") to 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 (hereinafter referred to as the "GRANTEE").

WITNESSETH:

THAT GRANTORS, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby grant, bargain, sell, remise, release and confirm unto GRANTEE forever, all the rights, title, interest, claim and demand which the GRANTORS have in and to that certain real property located in Orange County, Florida, being more particularly described in **Composite Exhibit "A"** attached hereto and incorporated herein (the "Property").

SUBJECT TO taxes for the current year and subsequent years.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to or anywise appertaining, and all the estate, right, title, interest, claim.

AND the GRANTORS do hereby covenant with said GRANTEE that GRANTORS are lawfully seized of said land in fee simple; that GRANTORS have good right and lawful authority to sell and convey said land; that GRANTORS hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever claiming by or through GRANTORS.

IN WITNESS WHEREOF, the GRANTORS have caused these presents to be signed in its name by its duly authorized representative.

"CITY"
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By:_____

Print Name:_____

Title:_____

[Official Seal]

By:_____

Print Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ___ DAY OF _____ 2019.

By:_____
City Attorney

WITNESSES:

_____

Print Name:_____

_____

Print Name:_____

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ___ day of _____ by _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

Notary Seal

Print Name:_____

My commission expires: _____

"GOAA"
GREATER ORLANDO AVIATION AUTHORITY

ATTEST:
By:_____
Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

WITNESSES:

Date:_____, 2019

_____

Print Name:

_____

Print Name:_____

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2019
for the use and reliance of the Greater Orlando Aviation Authority, only.
Marchena and Graham, P.A., General Counsel

By:_____
Marchena and Graham, P.A.

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Phillip N. Brown, A.A.E., the Chief Executive Officer of the Greater Orlando Aviation Authority, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

Notary Seal

Print Name:_____

Commission Expires:_____

COMPOSITE EXHIBIT "A"

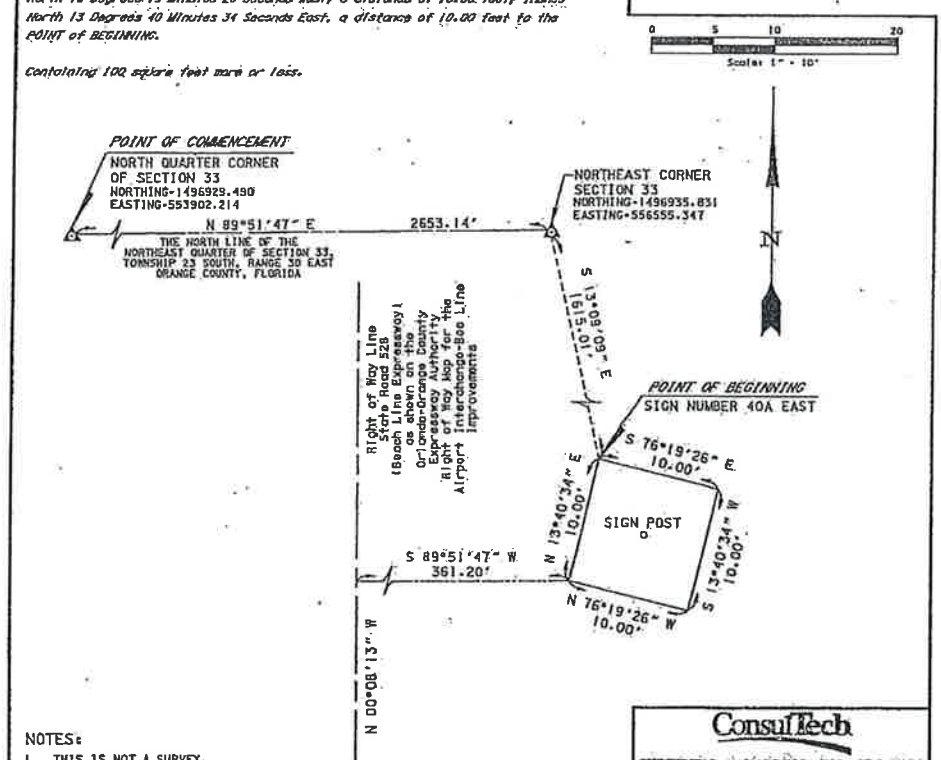
SKETCH OF DESCRIPTION

FOR FEE SIMPLE ACQUISITION WITH RIGHT OF REVERTER
SIGN NUMBER 40A EAST

That part of the Right of Way of State Road 528 (Beach Line Expressway) as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Airport Interchange-Bee Line Improvements lying in Section 34, Township 23 South, Range 30 East, Being more particularly described as follows:

Commence at the North Quarter corner of Section 33, Township 23 South, Range 30 East, Orange County, Florida; thence run North 89 Degrees 51 Minutes 47 Seconds East along the North line of the Northeast Quarter of said Section 33 a distance of 2653.14 feet to the Northeast corner of said Section 33; thence run South 13 Degrees 09 Minutes 09 Seconds East, a distance of 1615.01 feet to The POINT OF BEGINNING; thence run South 76 Degrees 19 Minutes 26 Seconds East, a distance of 10.00 feet; thence South 13 Degrees 40 Minutes 34 Seconds West, a distance of 10.00 feet; thence North 76 Degrees 19 Minutes 26 Seconds West, a distance of 10.00 feet; thence North 13 Degrees 40 Minutes 34 Seconds East, a distance of 10.00 feet to the POINT of BEGINNING.

Containing 100 square feet more or less.



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 89°51'47" EAST.
3. RIGHT OF WAY LOCATION OBTAINED FROM A BOUNDARY DRAWING PROVIDED BY THE GREATER ORLANDO AVIATION AUTHORITY.
4. SIGN POST WAS FIELD LOCATED.
5. STATE PLANE COORDINATES WERE ESTABLISHED BY GPS OBSERVATIONS OF CONTROL SHOWN ON THE GEODETIC CONTROL SURVEY, ORLANDO INTERNATIONAL AIRPORT, CONTROL STATION LAYOUT, PROJECT NUMBER 43281/98105.

ConsulTech
SURVEYING & MAPPING, INC.-LB# 7121
2828 EDGEWATER DRIVE
ORLANDO, FLORIDA 32804
TEL 407-849-8324
FAX 407-849-8190
WWW.CTE.CC

FOR: GREATER ORLANDO AVIATION AUTHORITY | SHEET 1 OF 1

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9/29/09
JAMES W. QUARTEL, P.S.M. 6032 DATE

B:\S0021120.02 (AVCON SIGNS Jump\SIGN 40A EAST.dwg, 2/18/2009 2:41:58 PM

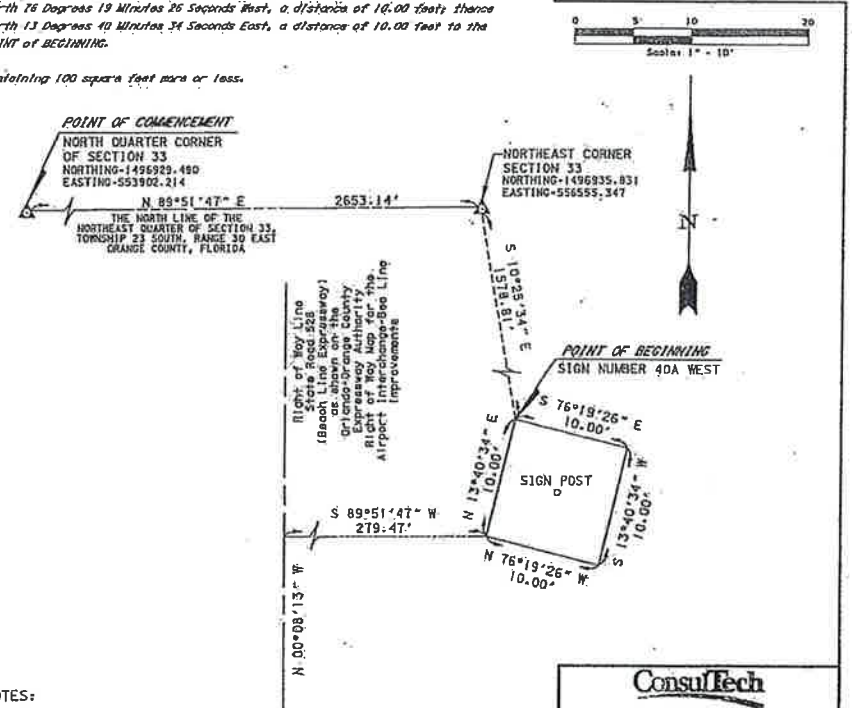
SKETCH OF DESCRIPTION

FOR FEE SIMPLE ACQUISITION WITH RIGHT OF REVERTER
SIGN NUMBER 40A WEST

That part of the Right of Way of State Road 528 (Beach Line Expressway) as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Airport Interchange-Bee Line Improvements lying in Section 34, Township 23 South, Range 30 East, Being more particularly described as follows:

Commence at the North Quarter corner of Section 33, Township 23 South, Range 30 East, Orange County, Florida; thence run North 89 Degrees 51 Minutes 47 Seconds East along the North line of the Northeast Quarter of said Section 33 a distance of 2653.14 feet to the Northeast corner of said Section 33; thence run South 10 Degrees 25 Minutes 34 Seconds East, a distance of 1578.81 feet to the POINT OF BEGINNING; thence run South 76 Degrees 19 Minutes 26 Seconds East, a distance of 10.00 feet; thence South 13 Degrees 40 Minutes 34 Seconds West, a distance of 10.00 feet; thence North 76 Degrees 19 Minutes 26 Seconds West, a distance of 10.00 feet; thence North 13 Degrees 40 Minutes 34 Seconds East, a distance of 10.00 feet to the POINT of BEGINNING.

Containing 100 square feet more or less.



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 89°51'47" EAST.
3. RIGHT OF WAY LOCATION OBTAINED FROM A BOUNDARY DRAWING PROVIDED BY THE GREATER ORLANDO AVIATION AUTHORITY.
4. SIGN POST WAS FIELD LOCATED.
5. STATE PLANE COORDINATES WERE ESTABLISHED BY GPS OBSERVATIONS OF CONTROL SHOWN ON THE GEODETIC CONTROL SURVEY, ORLANDO INTERNATIONAL AIRPORT, CONTROL STATION LAYOUT, PROJECT NUMBER 43281/98105.

ConsulTech
SURVEYING & MAPPING, INC.-LB# 7121
2628 EDGEWATER DRIVE
ORLANDO, FLORIDA 32804
TEL. 407-649-8334
FAX 407-649-8190
WWW.CTE.CC

FOR: GREATER ORLANDO AVIATION AUTHORITY | SHEET 1 OF 1

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9/29/09
JAMES W. QUARTEL, P.S.M. 6032 DATE

S:\3502\120.02 (AVCON SIGNS)\dwg\SIGN 40A WEST.dwg, 2/18/2009 2:42:17 PM

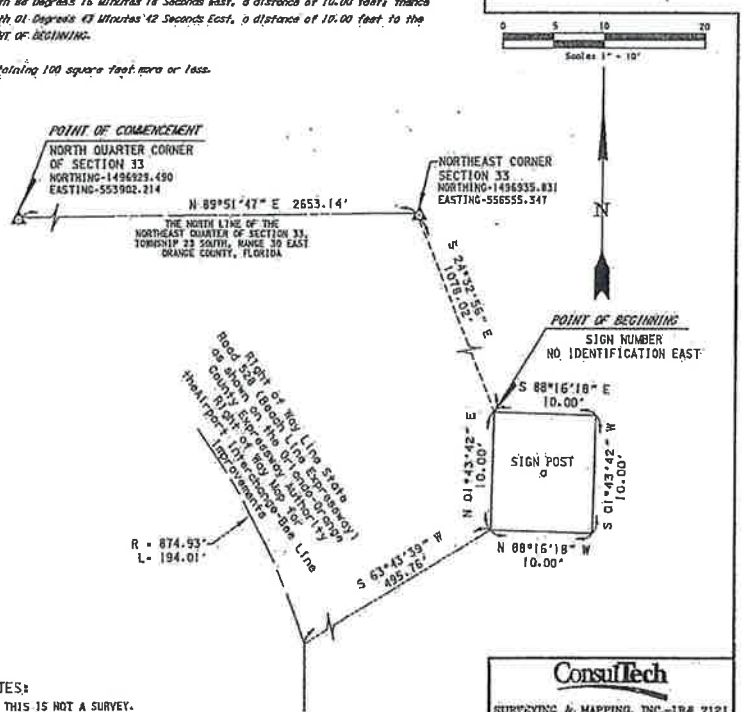
SKETCH OF DESCRIPTION

FOR FEE SIMPLE ACQUISITION WITH RIGHT OF REVERTER
SIGN NO IDENTIFICATION EAST

That part of the Right of Way of State Road 528 (Beach Line Expressway) as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Airport Interchange-Bee Line Improvements lying in Section 34, Township 23 South, Range 30 East, Being more particularly described as follows:

Commence at the North Quarter corner of Section 33, Township 23 South, Range 30 East, Orange County, Florida; thence run North 89 Degrees 51 Minutes 47 Seconds East along the North line of the Northeast Quarter of said Section 33 a distance of 2653.14 feet to the Northeast corner of said Section 33; thence run South 24 Degrees 32 Minutes 56 Seconds East, a distance of 1078.02 feet to the POINT OF BEGINNING; thence run South 88 Degrees 16 Minutes 18 Seconds East, a distance of 10.00 feet; thence South 01 Degrees 43 Minutes 42 Seconds West, a distance of 10.00 feet; thence North 88 Degrees 16 Minutes 18 Seconds West, a distance of 10.00 feet; thence North 01 Degrees 43 Minutes 42 Seconds East, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet more or less.



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 89°51'47" EAST.
3. RIGHT OF WAY LOCATION OBTAINED FROM A BOUNDARY DRAWING PROVIDED BY THE GREATER ORLANDO AVIATION AUTHORITY.
4. SIGN POST WAS FIELD LOCATED.
5. STATE PLANE COORDINATES WERE ESTABLISHED BY GPS OBSERVATIONS OF CONTROL SHOWN ON THE GEODETIC CONTROL SURVEY, ORLANDO INTERNATIONAL AIRPORT, CONTROL STATION LAYOUT, PROJECT NUMBER 43281/98105.

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ORLANDO, FLORIDA 32804
TEL. 407-849-8334
FAX 407-849-8190
WWW.CTE.CO

FOR: GREATER ORLANDO AVIATION AUTHORITY | SHEET 1 OF 1

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9/29/09
JAMES W. QUARTIE, P.S.M. 6632 DATE

S:\S8021\20.02 L AVCON SIGNS JUNK\SIGN X EAST.DWG, 2/18/2009 2:54:04 PM

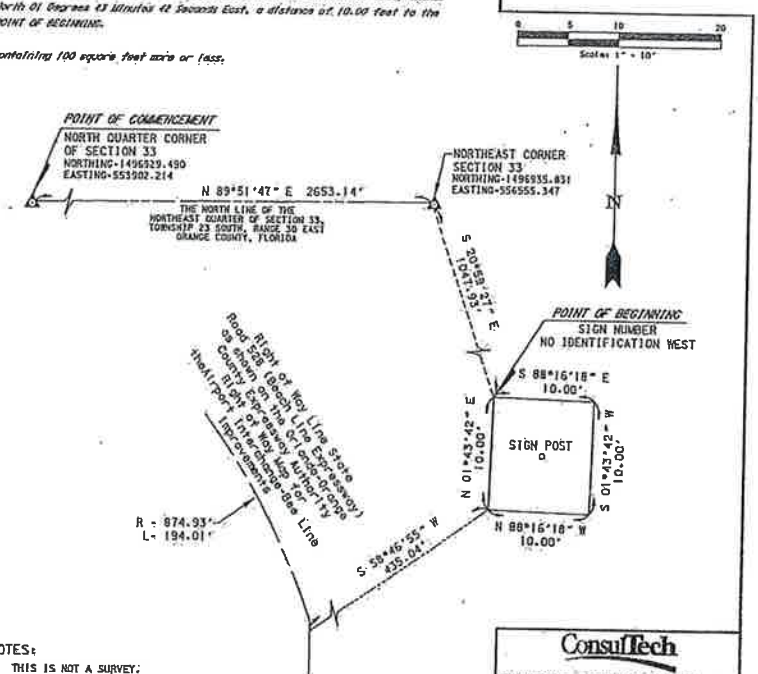
SKETCH OF DESCRIPTION

FOR FEE SIMPLE ACQUISITION WITH RIGHT OF REVERTER
SIGN NO IDENTIFICATION WEST

That part of the Right of Way of State Road 528 (Beach Line Expressway) as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Airport Interchange-Bee Line Improvements lying in Section 34, Township 23 South, Range 30 East, Being more particularly described as follows:

Commence at the North Quarter corner of Section 33, Township 23 South, Range 30 East, Orange County, Florida; thence run North 89 Degrees 51 Minutes 47 Seconds East along the North Line of the Northeast Quarter of said Section 33 a distance of 2653.14 feet to the Northeast corner of said Section 33; thence run South 20 Degrees 59 Minutes 27 Seconds East, a distance of 1047.93 feet to the POINT OF BEGINNING; thence run South 88 Degrees 16 Minutes 18 Seconds East, a distance of 10.00 feet; thence South 01 Degrees 43 Minutes 42 Seconds West, a distance of 10.00 feet; thence North 88 Degrees 16 Minutes 18 Seconds West, a distance of 10.00 feet; thence North 01 Degrees 43 Minutes 42 Seconds East, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet more or less.



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 89°51'47" EAST.
3. RIGHT OF WAY LOCATION OBTAINED FROM A BOUNDARY DRAWING PROVIDED BY THE GREATER ORLANDO AVIATION AUTHORITY.
4. SIGN POST WAS FIELD LOCATED.
5. STATE PLANE COORDINATES WERE ESTABLISHED BY GPS OBSERVATIONS OF CONTROL SHOWN ON THE GEODETIC CONTROL SURVEY, ORLANDO INTERNATIONAL AIRPORT, CONTROL STATION LAYOUT, PROJECT NUMBER 43281/98105.

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WWW.CTE.CC

FOR: GREATER ORLANDO AVIATION AUTHORITY | SHEET 1 OF 1

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9/29/09
JAMES V. QUARTER, P.S.M. 4032 DATE

EXHIBIT "D"

FORM OF NOTICE OF REVERTER FROM CITY AND GOAA FOR THE ABANDONED POLE SQUARES

Prepared By:
Jessica Maugeri, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane
Suite 101
Orlando, Florida 32814

Reserved for Recording

S.R. 528/S.R. 436 Interchange Improvements
Project 599-143, Sign Numbers 730 East and 730 West

This deed is a conveyance of property between two governmental entities and is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), and 12B-4.054(24) F.A.C., and Section 201.02(6), Florida Statutes.

NOTICE OF ABANDONMENT AND NOTICE OF REVERTER
(Two Pole Squares)

THIS NOTICE OF ABANDONMENT is effective on the _____day of _____, 2019, by CITY OF ORLANDO, a municipal corporation under the laws of the State of Florida ("City"), with a principal address is 400 South Orange Avenue, Orlando, Florida 32801, and the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida ("GOAA"), whose principal address is One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399 (hereinafter, City and GOAA are jointly referred to as the "GRANTORS"), and NOTICE OF REVERTER to 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 (hereinafter referred to as the "GRANTEE").

RECITALS:

WHEREAS, CFX intends to improve the interchange of S.R. 528 and S.R. 436, necessitating the relocation of ramps and associated signage to the Orlando International Airport, as part of CFX Project 528-143;

WHEREAS, City and GOAA previously acquired eighteen (18) 10' by 10' pole squares from CFX by Special Warranty Deed ("Deed"), recorded at Doc. # 20120347465 (O.R. Book 10401, Page 5069), for signage along S.R. 436 a/k/a Jeff Fuqua Boulevard, subject to a right of

reverter in favor of CFX;

WHEREAS, two (2) pole squares identified as Sign Numbers 730 East and 730 West, as shown in **Composite Exhibit "A,"** hereinafter "Abandoned Pole Squares," along with the corresponding sign are no longer needed and, as such, GOAA and City seek to formally abandon, release, relinquish, and waive any and all interests and rights to the Abandoned Pole Squares causing title to revert back to CFX; and

WITNESSETH:

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which GOAA and City hereby acknowledge, GOAA and City declare and give notice as follows:

1. **Incorporation.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Abandonment and Reverter**. GOAA and City hereby expressly abandon, release, relinquish, and waive any and all interests and rights to the Abandoned Pole Squares as more particularly set forth on **EXHIBIT "A"** attached hereto and incorporated herein by this reference, thereby causing title to revert back to the Central Florida Expressway Authority per the terms of the Deed.

IN WITNESS WHEREOF, GOAA and City have caused these presents to be signed in its name by its duly authorized representative.

"CITY"
CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation existing under the laws of the State of Florida.

ATTEST:

By:_____

Printed Name:_____

Title:_____

[Official Seal]

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO, ONLY, THIS ___ DAY OF _____ 2019.

WITNESSES:

By:_____
City Attorney

_____

Print Name:_____

_____

Print Name:_____

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____ by _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

Notary Seal

Print Name:_____

My commission expires: _____

"GOAA"
GREATER ORLANDO AVIATION AUTHORITY

ATTEST:
By:_____
Dayci S. Burnette-Snyder,
Assistant Secretary

By: _____
Phillip N. Brown, A.A.E.,
Chief Executive Officer

WITNESSES:

Date:_____, 2019

_____

Print Name:

_____

Print Name:_____

APPROVED AS TO FORM AND LEGALITY
THIS _____ DAY OF _____, 2019
for the use and reliance of the Greater Orlando Aviation Authority, only.
Marchena and Graham, P.A., General Counsel

By:_____
Marchena and Graham, P.A.

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Phillip N. Brown, A.A.E., the Chief Executive Officer of the Greater Orlando Aviation Authority, who is personally known to me or who has produced _____ as identification.

_____
Notary Public

Notary Seal

Print Name:_____

Commission Expires:_____

APPROVED AND ACCEPTED BY:

"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Chairman Jay Madara

Date:_____

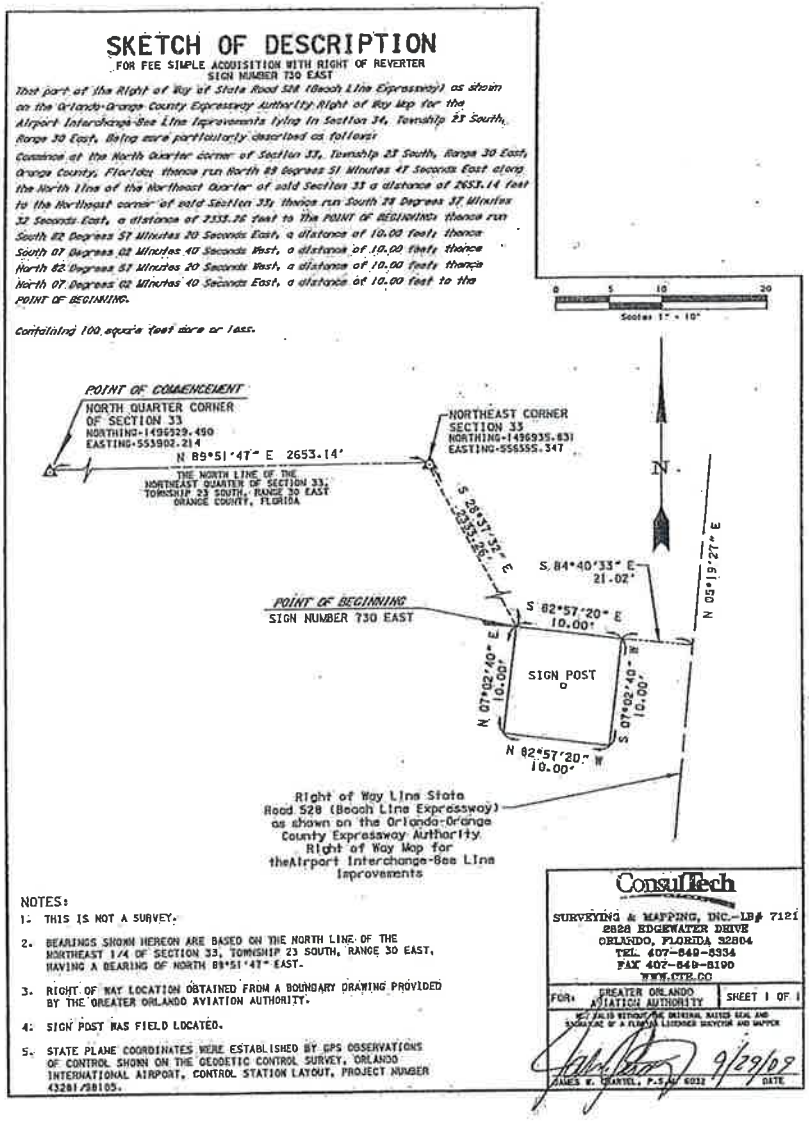
ATTEST:

_____
Mimi Lamaute, Executive Secretary

APPROVED AS TO FORM for execution by a signatory of the Central Florida Expressway Authority

_____
General Counsel

COMPOSITE EXHIBIT "A"



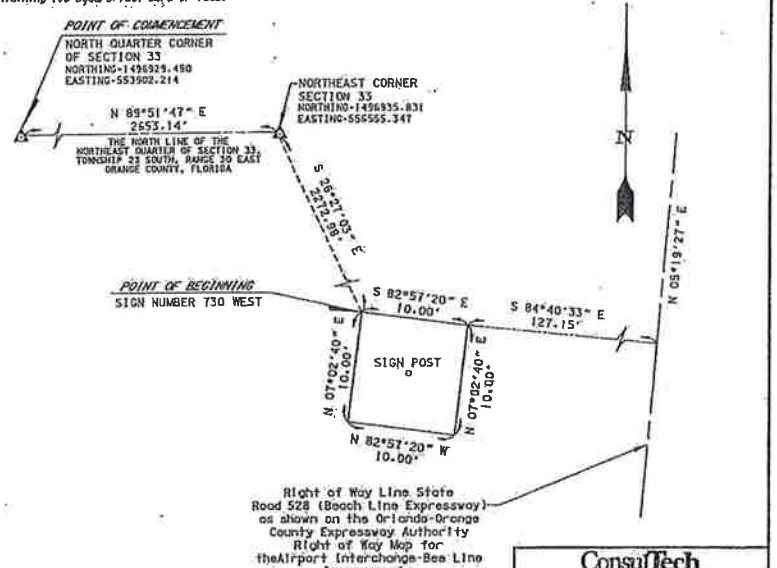
SKETCH OF DESCRIPTION

FOR FEE SIMPLE ACQUISITION WITH RIGHT OF REVERTER
SIGN NUMBER 730 WEST

That part of the Right of Way of State Road 528 (Beach Line Expressway) as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Airport Interchange-Bee Line Improvements lying in Section 34, Township 23 South, Range 30 East, Being more particularly described as follows:

Commence at the North Quarter corner of Section 33, Township 23 South, Range 30 East, Orange County, Florida; thence run North 89 Degrees 51 Minutes 47 Seconds East along the North line of the Northeast Quarter of said Section 33 a distance of 2653.14 feet to the Northeast corner of said Section 33; thence run South 25 Degrees 27 Minutes 05 Seconds East, a distance of 2272.98 feet to the POINT OF BEGINNING; thence run South 82 Degrees 57 Minutes 20 Seconds East, a distance of 10.00 feet; thence South 07 Degrees 02 Minutes 40 Seconds West, a distance of 10.00 feet; thence North 82 Degrees 57 Minutes 20 Seconds West, a distance of 10.00 feet; thence North 07 Degrees 02 Minutes 40 Seconds East, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 100 square feet more or less.



NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 89°51'47" EAST.
3. RIGHT OF WAY LOCATION OBTAINED FROM A BOUNDARY DRAWING PROVIDED BY THE GREATER ORLANDO AVIATION AUTHORITY.
4. SIGN POST WAS FIELD LOCATED.
5. STATE PLANE COORDINATES WERE ESTABLISHED BY GPS OBSERVATIONS OF CONTROL SHOWN ON THE GEODETIC CONTROL SURVEY, ORLANDO INTERNATIONAL AIRPORT, CONTROL STATION LAYOUT, PROJECT NUMBER 43281/98105.

ConsulTech
SURVEYING & MAPPING, INC.-LB# 7121
2828 EDGEWATER DRIVE
ORLANDO, FLORIDA 32804
TEL 407-849-8334
FAX 407-849-8193
WWW.CTR.CC

FOR: GREATER ORLANDO AVIATION AUTHORITY | SHEET 1 OF 1

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

9/29/09
JAMES W. GRIMSEL, P.S.M. 6832 DATE

S:\5202\02.02 (AVCOM SIGNS)\DWG\SIGN 730 WEST.dwg, 2/18/2009 2:43:52 PM

CONSENT AGENDA ITEM
#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 20, 2019

SUBJECT: Approval of Central Florida Power Systems, Inc. as a Subcontractor for the Facilities Maintenance Services Contract with DBI/ ICA Services
Contract No. 001150

DBI/ICA Services, CFX's Facilities Maintenance Services Contractor, has requested approval to use Central Florida Power Systems, Inc. to provide emergency generator maintenance service. The cost is expected to exceed the $25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by DBI/ ICA Services when its contract with CFX was originally awarded.

Board approval of Central Florida Power Systems, Inc. as subcontractor to DBI/ ICA Services is requested.

Reviewed by:
Donald Budnovich, PE
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: **DBI/ICA** Date: 8/2/2019

CFX Contract Name: **Facilities Maintenance Services** CFX Contract No.: **001150**

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

Subconsultant/Subcontractor Name: **Central Florida Power Systems Inc.**

Address: 125 Bella Rosa Circle, Sanford FL 32771

Phone No.: **407-323-0133**

Federal Employee ID No.: 20-45 31425

Description of Services to Be Sublet: Emergency Generator Maintenance

Estimated Beginning Date of Sublet Services: August 2019

Estimated Completion Date of Sublet Services: May 2021

Estimated Value of Sublet Services*: **$55,000.00**
*(Not to exceed $24,999.99 without prior Board Approval)

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

Requested By: Wendy Quinlle
(Signature of Consultant/Contractor Representative)

DBi - Project Manager
Title

Recommended by: _____ Date: 8/12/19
(Signature of Appropriate CFX Director/Manager)

Approved by: _____ Date: 8/13/2019
(Signature of Appropriate Services Chief)

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM #17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 27, 2019

SUBJECT: Approval of Supplement Agreement No. 6 with Infrastructure Corporation of America, LLC for Facilities Maintenance Services
Contract No. 001150

Board approval is requested for Supplemental Agreement No. 6 with Infrastructure Corporation of America, LLC, to provide janitorial services for CFX Headquarters Building for a not to exceed amount of $143,848.60. The original contract was for five years with five (5) one-year renewals.

The services to be provided by the contractor include additional janitorial services for CFX Headquarters Building.

Original Contract	$9,363,000.00
Supplemental Agreement No. 1	$ 4,250.00
Supplemental Agreement No. 2	$ 16,628.00
Supplemental Agreement No. 3	$ 47,499.24
Supplemental Agreement No. 4	$ 121,358.74
Supplemental Agreement No. 5	$ 45,000.00
Supplemental Agreement No. 6	$ 143,848.60
Total	$9,741,584.58

This contract is budgeted in the OM&A Budget.

Reviewed by:
Donald Budnovich, P.E.
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6

'ontract Name: Facilities Maintenance Services Contract No. 001150
upplemental Agreement No. 6

'his Supplemental Agreement No. 6 entered into this 10th day of October 2019, by and between CENTRAL LORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF .MERICA, LLC (the "Contractor"), the same being supplementary to the Contact between the aforesaid, ated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining) S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX leadquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-ASS Service Centers at Pinar Plaza, (762 South Goldenrod Road).

1. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person and additional supplies will be provided from 7:00 p.m. - 11:00 p.m., Monday through Friday Additional compensation to provide the required services for the seven-month term January 1, 2019 thru July 31, 2019 will be paid to the Contractor at a rate of $3,639.90 per month.

2. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person and additional supplies will be provided from 7:00 p.m. - 11:00 p.m., Monday through Friday. Additional compensation to provide the required services from August 1, 2019. to the remainder of the Contract term, May 24, 2021, will be paid to the Contractor at a rate of $2,805.04 per month for 22 months.

3. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for the New Patio Area during the first shift. (1) additional staff person and additional supplies will be provided from 10:00 a.m. - 3:00 p.m., Monday through Friday Additional compensation to provide the required services from April 1, 2019. to the remainder of the Contract term, May 24, 2021, will be paid to the Contractor at a rate of $2,179.17 per month for 26 months.

4. The Contractor hereby agrees to provide the additional services with an increase in Contact amount of a not-to-exceed amount of $143,848.60 and no increase in the Contract time.

5. CFX and Contractor agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

Contract Name: Facilities Maintenance Services

Contract No. 001150

Amount of Changes to this document: $143,848.60

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

INFRASTRUCTURE CORPORATION OF AMERICA, LLC

By: _____

Title: _____

Attest: _____

Date: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

'19 MAR 15 PM 1:18

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 5

This Supplemental Agreement No. 5 entered into this 5th day of March, 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Center (Pinar Plaza, 762 South Goldenrod Road).

1. CFX desires to increase the work order allowance for needed repairs at the headquarters building and plaza facilities for FY 18/19. The work allowance is adjusted upward by $45,000.00.

2. The Contractor hereby agrees to increase work allowance for FY 18/19 with an increase in the Contract amount of $45,000.00 and no increase in the Contract time.

3. CFX and Contractor agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 5

Amount of Changes to this document: $45,000.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

'19 MAR 15 PM 1:18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 3-21-2019

INFRASTRUCTURE CORPORATION OF AMERICA

By: _____

Title: Secretary

Attest: _____ (Seal)

Date: 3-11-2019

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 4

This Supplemental Agreement No. 4 entered into this 29th day of June 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, LLC (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers at Pinar Plaza, (762 South Goldenrod Road).

1. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person will be provided from 9:00 p.m. - 2:00 a.m. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor at a rate of ~~$2,473.95~~ $2,249.05 per month for 38 months.

2. The Contractor hereby agrees to provide the additional services with an increase in Contact amount of a not-to-exceed amount of ~~$121,358.74~~ $92,237.10 and no increase in the Contract time.

3. CFX and Contractor agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 4

Amount of Changes to this document: ~~$121,358.74~~ $92,237.10

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 11/30/18

INFRASTRUCTURE CORPORATION OF AMERICA, LLC

By: Wendy Joinville (Wendy Joinville)

Title: Project Manager 11-5-2018

Attest: Rita Charles (Rita Charles)

Date: 11/5/2018

RITA CHARLES
MY COMMISSION # FF916227
EXPIRES September 08, 2019
FloridaNotaryService.com

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3 SR

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 3

2018 APR 5 AM11:44

This Supplemental Agreement No. 3 SR entered into this 15th day of March, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to add maintenance by the Contractor of the Ponkan, Coronado and Mount Plymouth toll plaza buildings including the following services in accordance with the applicable specifications: locksmith; pest control; plumbing inspection twice per year; annual roof inspection; plumbing maintenance; roof maintenance; annual dry chemical inspection; painting; miscellaneous building repairs. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor in the lump sum amount of $47,499.24

2. The Contractor hereby agrees to provide the additional services with an increase in the Contract amount of $47,499.24 and no increase in the Contract time.

3. CFX and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Facilities Maintenance Services

2018 APR 5 AM 11:44

Contract No. 001150

Supplemental Agreement No. 3

Amount of Changes to this document: $47,499.24

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 4/9/18

INFRASTRUCTURE CORPORATION OF AMERICA

By: _____

Title: President

Attest: _____ (Seal)

Date: 4/2/18

DEBORAH C. PILGRIM
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 2

This Supplemental Agreement No.2 entered into this 17th day of May, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to add maintenance by the Contractor of the Hiawassee Backup Data Center including the following services in accordance with the applicable specifications: locksmith; pest control; plumbing inspection twice per year; annual roof inspection; plumbing maintenance; roof maintenance; annual dry chemical inspection; painting; miscellaneous building repairs. Maintenance services will not include air conditioning repair and maintenance or generator repair and maintenance which will be performed by others. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor in the lump sum amount of $16,628.00.

2. The Contractor hereby agrees to provide the additional services with an increase in the Contract amount of $16,628.00 and no increase in the Contract time.

3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 2

Amount of Changes to this document: $16,628.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 6/1/17

INFRASTRUCTURE CORPORATION OF AMERICA

By: _____

Title: COO

Attest: _____ (Seal)

Date: 5/25/17

CHRISTOPHER KNOPF
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 10th day of August, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to amend the language in the Maintenance Specifications, Attachment 21, Janitorial Services – Headquarters Building, as follows:

   A. In Article 2.0, General Requirements, delete the language in subarticle 2.2 in its entirety and insert the following new language in its place:

      "2.2 The Contractor shall provide one person on site between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, exclusive of CFX holidays, to perform miscellaneous cleaning tasks. The assigned person shall have the ability to speak, understand and take written instructions in the English language."

   B. In Article 3.0, Contractor Responsibilities – Detailed Work Schedule, subarticle 3.1, Daily (inside), delete the second paragraph identified as "q" in its entirety and insert the following in its place:

      "r. Set up tables and chairs in the board room and conference rooms to accommodate meetings. Restore furniture set up after meeting. Vacuum board room and conference rooms and empty trash receptacles after meetings. One hundred (100) occurrences shall be included in the Contract. Additional occurrences shall be compensated for actual time and costs."

2. The Contractor hereby agrees to the changes to subarticle 2.2 with no increase in the Contract amount and no increase in the Contract time.

3. The Contractor hereby agrees to the changes to subarticle 3.1 with an increase in the Contract amount of $4,250.00 and no increase in the Contract time. The increase amount is calculated based on 85 occurrences in addition to the 15 original occurrences during the term of the Contract multiplied by $50.00 per occurrence.

4. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No.1

Amount of Changes to this document: $4,250.00

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

"CFX":
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 8-17-16

"Contractor":
INFRASTRUCTURE CORPORATION OF AMERICA

By: _____

Title: COO

Attest: _____ (Seal)

Date: 4/15/16

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
INFRASTRUCTURE CORPORATION OF AMERICA

FACILITIES MAINTENANCE SERVICES

CONTRACT NO. 001150
CONTRACT DATE: APRIL 14, 2016
CONTRACT AMOUNT: $9,363,000.00

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, ADDENDA, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND PERFORMANCE AND PAYMENT BOND

CONTRACT, SCOPE OF SERVICES, ADDENDA, METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND PERFORMANCE AND PAYMENT BOND

FOR

FACILITIES MAINTENANCE SERVICES

CONTRACT NO. 001150

APRIL 2016

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT

This Contract No. 001150 (the "Contract" as defined herein below), is made this 14th day of April, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and INFRASTRUCTURE CORPORATION OF AMERICA, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide facilities maintenance services for toll facilities on S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beachline Expressway), S.R. 429 (Daniel Webster Western Expressway), S.R. 414 (John Land Apopka Expressway), S.R. 551 (Goldenrod Road Extension), the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive), and related tasks as may from time to time be assigned to the CONTRACTOR; and,

WHEREAS, on or about January 24, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected;

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 CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to, toll facilities on S.R. 408, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension, the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive), in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies and bonds,
1.2 The Addenda,
1.3 The Scope of Services (including Maintenance Specifications),
1.4 The Method of Compensation,
1.5 The Technical Proposal submitted by CONTRACTOR, and
1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date in the Notice to Proceed from CFX. There shall be five (5) renewal options of one (1) year each. 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 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 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be

paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, 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.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is $9,363,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions,

constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance 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.

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in

force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

6.5 **Performance and Payment Bond** The CONTRACTOR shall furnish to CFX, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from May 25, 2016 through May 24, 2017. The bond shall be renewed each

year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX 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 CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, CFX. The surety'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 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 which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;

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

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

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

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

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

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's facilities maintenance services.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this

Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

9. INDEMNITY

The CONTRACTOR shall indemnify and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warrantics or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify 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 incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not 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.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and

obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

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

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or 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. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined elsewhere, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than

the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect

and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

24. INTERPRETATION

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

25. 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:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on April 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Lisa Lumbard

INFRASTRUCTURE CORPORATION OF AMERICA

By: _____

Print Name: DARRELL K. MASSENGALE

Title: COO

ATTEST: _____ (Seal)

Approved as to form and execution, only.

_____
General Counsel for CFX

SCOPE OF SERVICES

SCOPE OF SERVICES
FACILITIES MAINTENANCE SERVICES
CONTRACT NO. 001150

1.0 OVERVIEW

1.1 The Contractor shall perform routine maintenance, administration and management services including, but not necessarily limited to, maintenance of electrical, mechanical and HVAC equipment as well as painting, carpentry and general building maintenance activities at: the CFX's toll plaza facilities (14 existing mainline plazas and 75 existing ramp plazas) along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beachline Expressway), S.R. 429 (Daniel Webster Western Beltway) and S.R. 414 (John Land Apopka Expressway), and the Goldenrod Road Extension (see listing included in the appendix); the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Ave.), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road and in the Good Homes Shopping Center, 8919 West Colonial Drive) in Orange County, Florida. **(See Addendum No. 2 for additional language.)**

During the Contract duration it is anticipated three all electronic tolling facilities will be completed on S.R. 429 (Wekiva Parkway) (429-207 in March 2017; 429-207A and 429-207B in December 2017) Two ramp plazas are scheduled be completed on S.R. 528 at the new Innovation Way interchange in December 2017. The Backup Data Center at the Hiawassee Mainline Plaza is scheduled be completed in August 2016. As these facilities are added to the system, CFX and the Contractor will negotiate the additional maintenance cost and execute a supplemental agreement.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached specifications.

1.2 The Contractor shall employ on Contractor's staff, or as a subcontractor, a registered professional engineer licensed to practice in the State of Florida. The Contractor shall also provide sufficient qualified technical staff to support activities and program areas related to facilities maintenance. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.

1.3 The services to be provided by the Contractor shall be furnished through a combination of Contractor staff/personnel and subcontractors under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include, but are not necessarily limited to maintenance of: drinking water systems, septic and wastewater systems, electrical, mechanical and HVAC systems. The Contractor shall be responsible for painting, caulking, carpentry, general building maintenance activities and all other maintenance services required to maintain the facilities to the standards set forth in this Scope of Services and the maintenance specifications. The Contractor shall also move furniture, files, equipment, etc., between offices and/or buildings as directed by the Director of Maintenance. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll equipment, fiber optic network, telephone system, guardrail, landscaping and irrigation systems are not a part of this scope and will be performed by others.

1.4 To avoid unnecessary repetition of expressions, whenever the term "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

2.0 MAINTENANCE AND INSPECTION

2.1 The Contractor shall be responsible for all facilities maintenance and inspection as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures.

2.2 The Contractor, through the use of its own forces or subcontractors, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that required maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract. Contractor's personnel assigned to service or repair facilities shall have the applicable manufacturer's certification and required training to perform the required service or repair.

2.3 The Contractor shall comply with the CFX Emergency Response Manual and Hurricane Response Plan. These manuals provide procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing

damage, record keeping, planning recovery/restoration, and coordinating emergency response and hurricane response activities.

2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all work under control of the Contractor, its agents, employees and subcontractors. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.

2.5 Contract Administration - The Contractor shall:

2.5.1 Provide maintainability review of facilities design plans and specifications for the purpose of reducing the overall cost of maintenance.

2.5.2 Review reports relating to the Contractor's performance and communicate with subcontractors, if necessary, regarding conformance to specifications, workmanship, etc.

2.5.3 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep the Director of Maintenance advised with respect to the progress of work activity. All reports and/or submittals are to be submitted via e-mail to the Director of Maintenance in pdf format, unless otherwise requested by the Director of Maintenance. The Director of Maintenance may, at any time, request hard copies of such reports and/or submittals. All pdf submittals shall, at a minimum include: **(See Addendum No. 2 for new language.)**

a. cover page as the first page of the pdf (including report name and date)
b. indexed bookmarks
c. table of contents
d. specifics to the report (such as location, times, etc.), as specified in the attached maintenance specifications

2.5.4 Assist the CFX in the preparation of annual maintenance budget. Identify and recommend projects to be included in the 5 Year Work Plan. **(See Addendum No. 1 for additional language.)**

2.5.5 Prepare accident claim affidavits and initiate the reimbursement process for damages to CFX property. The Contractor shall receive all reimbursements that are collected for damages to CFX property that the Contractor repairs.

2.5.6 Perform field review and analysis of accidents to determine any engineering deficiencies.

2.5.7 Assist the CFX in responding to the public interest regarding maintenance activities.

2.5.8 Attend, as a minimum, the following meetings:

a. Monthly meeting with the CFX toll operations contractor
b. Other meetings affecting or involving facilities maintenance activities or operations as may be scheduled by the Director of Maintenance

2.6 The CFX will provide the Contractor with available information concerning warranties in force for various products (e.g. pavement markings and signs, roofs, air conditioning and heating units, etc.) at CFX facilities. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify the Director of Maintenance in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

3.0 CONTROL OF THE WORK

3.1 The Contractor shall develop, prepare, and implement a Facilities Maintenance Operations Work Plan. The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to the Director of Maintenance within 30 days after the date of the Notice to Proceed. After reviewing the plan, a meeting with the Contractor will be conducted to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to the Director of Maintenance at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

3.2 CFX Director of Maintenance

All work shall be subject to review and acceptance by the CFX Director of Maintenance (or such other person designated by the Executive Director), or designated representative, who shall evaluate the Contractor's work for compliance with the Contract Documents. The CFX 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.

3.3 Traffic Control

The Contractor shall adhere to the requirements of FHWA's MUTCD, latest edition, Part 6. For operations requiring closure of travel lane(s), the Contractor shall comply with the FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 102-3.2, Worksite Traffic Supervisor, and FDOT Index Drawings Series 600, latest edition, which are hereby incorporated by reference as if fully set forth herein.

The Contractor shall assist the CFX toll operations contractor in the handling and maintenance of traffic during special events in the Orlando area such as the Citrus Bowl game(s), other sporting events impacting toll facilities and space vehicle launches from Cape Canaveral. The Contractor shall provide traffic control devices including, but not limited to, message boards at the Beachline Main Toll Plaza and Dallas Mainline. The Contractor shall also provide necessary labor to assist the CFX toll operations contractor in moving the traffic control devices. Maintenance of traffic requirements at the Beachline Main and Dallas Toll Plazas during space vehicle launches may occur day or night and will control the traffic going to and returning from the launches until all traffic has returned to normal flow. Traffic conditions related to launches may be continuous for several days.

The Contractor shall include four (4) events associated with the Citrus Bowl and eight (8) events on S.R. 528 annually. Additional events beyond those anticipated will be considered additional compensation for time and costs to be negotiated and paid from the Work Order Allowance.

3.4 Other Work

If activities by the CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract prices because of deletion of work items or delay because of activities by others.

The Contractor shall coordinate and cooperate to the fullest extent in the scheduling and performance of work by the CFX toll equipment contractor in order to obtain the highest level of service possible.

(See Addendum No. 1 for new Article 3.5 language.)

4.0 OTHER REQUIREMENTS

4.1 Permits, Notifications and Fees

4.1.1 Unless otherwise specified, the Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

4.1.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract price.

4.1.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of the CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by the CFX nor relieve the Contractor of its liabilities.

4.2 Hazardous or Toxic Waste, Pollutants

4.2.1 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 Director of Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

4.2.2 The Contractor shall 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 directed by the Director of Maintenance.

4.2.3 The Contractor shall dispose of the hazardous substance, toxic waste or pollutant in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction.

4.3 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Contractor (or its employees, agents or subcontractors) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

4.4 Safety

4.4.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Loss Prevention Manual (current issue at time of Proposal submittal) is incorporated by reference and made a part of the Contract, and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

4.4.2 The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

4.4.3 Contractor and subcontractor personnel shall wear reflectorized high visibility orange or lime safety vests within 15 feet of the roadway. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.4 Vehicles used on the roadway shall be equipped with flashing strobe lights approved by the Director of Maintenance.

4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4.6 Escrow of Price Proposal Records

With the execution of the Contract, the Contractor shall submit to CFX, in sealed container(s), a legible copy of the Proposal Records used by the Contractor to prepare its Price Proposal for the Contract. The container(s) shall be clearly marked "Price Proposal Records for Contract" and shall show on the face of the container(s) the Contractor's name, address, date of submittal and Contract number. CFX will maintain the container(s) in a sealed condition.

In addition to the Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each Proposal Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Proposal Record, other than the Proposal 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.

Following execution of the Contract, CFX will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against CFX. Such acts by the Contractor shall be sufficient grounds for CFX to open the sealed container(s). CFX reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) 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.

When the Contractor executes a binding release of all claims and potential causes of action related to the Contract, CFX will release the sealed container(s) to the Contractor. The Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

4.7 Minority and Women Owned Businesses (M/WBE)
(See Addendum No. 1 for changes throughout this Article.)

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 herein. 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. 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.

4.7.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

4.7.1.1 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.

4.7.1.2 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.

4.7.2 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.

4.7.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

   (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

   (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the

Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

4.7.4 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.

4.7.5 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", which 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".

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 Beginning Work

The Contractor shall commence work on the date specified in the Notice to Proceed. The term of the Contract will begin on the date established in the Notice to Proceed.

5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with the CFX. The CFX or Contractor may request and be granted a conference with the other party.

5.3 Facilities Maintenance Operations

5.3.1 The Contractor shall be available on a 24-hour a day, 7-day a week, 52-week a year basis. The Contractor shall schedule maintenance operations to minimize inconvenience to operations staff, adjacent businesses, residences and the public.

An individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken 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 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 CFX.

5.3.2 Unless otherwise specified or approved by the CFX, the Contractor's normal work hours shall be 7:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor is

advised that certain maintenance activities may need to be performed during other than regular hours (e.g. 5:00 p.m. to 7:00 a.m.) to avoid affecting toll collection capacity.

No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the CFX, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.

5.3.3 Prior to beginning maintenance operations, the Contractor shall submit to the CFX, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required facilities maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show lines of communication with the CFX's toll equipment contractor and toll collection contractor. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal operations of facilities and the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

5.3.4 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to the Director of Maintenance prior to beginning work under the Contract. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to toll facilities.

5.3.5 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way (fence) line as possible. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way (fence) line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.

5.3.6 In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the CFX may grant an extension of

the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

5.3.7 The Director of Maintenance will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall not exceed 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:

a. Up to 1 hour late - $250.00 reduction.
b. More than 1 hour late - $250.00 reduction per hour.

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this sub article.

No extension of the emergency response time will be granted by the CFX due to travel distance requirements of the response crew. Completion of routine work orders shall not be affected by the issuance of emergency response work orders.

5.3.8 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either: **(See Addendum No. 1 for additional language.)**

The Director of Maintenance will monitor the effects of weather and, when found justified, recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by the CFX.

5.4 Suspension of Work

The CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

5.5 Liquidated Damages

5.5.1 The Contractor shall pay to the CFX liquidated damages not to exceed $1000 per day for failure of the Contractor to complete the work within the time stipulated in the Work Plan or within such additional time as may have been granted by the CFX. It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.

5.5.3 If the Contractor (or, in circumstance of the Contractor default, the surety) fails to complete the work within the time stipulated in the Work Plan, or within such extra time as may have been granted by the CFX, the Contractor (or the surety) shall pay to the CFX, not as a penalty but as liquidated damages, the amount due.

5.5.4 Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of the CFX of the liquidated damages due under the Contract.

5.5.5 In the event of default by the Contractor and the completion of the work by the 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 the CFX.

5.5.6 The work will be considered completed when all work has been accepted by the Executive Director or authorized designee. The CFX reserves the right to apply as payment on such liquidated damages any money due the Contractor by the CFX.

5.6 Evaluation and Acceptance of Work

5.6.1 The performance of the Contractor under the terms of the Contract will be subject to review by the Director of Maintenance. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.

5.6.2 Acceptable work quality will be determined by the Director of Maintenance.

5.6.3 The Contractor shall certify that work quantities and quality were accomplished in accordance with the maintenance specifications. The certification shall be included in the monthly payment request documentation.

5.6.4 Parts and materials provided by the Contractor for repairs and maintenance shall be new. Rebuilt or repaired parts will not be acceptable.

5.6.5 All parts and materials shall be of a brand or quality equal to or better than the ones being replaced and shall be 100% compatible with the existing equipment.

5.6.6 The CFX reserve the right to make other arrangements for purchasing parts and materials necessary for repairs and maintenance at any time, if the interest of the CFX requires such arrangements.

5.7 Binding Arbitration

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

5.7.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

i. 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

ii. 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

iii. 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 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceedings, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM
#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 24, 2019

SUBJECT: Approval of GroundTek of Central Florida, LLC as a Subcontractor for the Roadway Maintenance Services Contract with Infrastructure Company of America (ICA), LLC
Contract No. 001152

ICA, CFX's Roadway Maintenance Services Contractor, has requested approval to use GroundTek of Central Florida, LLC to provide roadway maintenance service. The cost is expected to exceed the $25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by ICA Services when its contract with CFX was originally awarded.

Board approval of GroundTek of Central Florida, LLC. as subcontractor to ICA Services is requested.

Reviewed by:
Donald Budnovich, PE
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: ICA Date: August 21, 2019

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

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

Subconsultant/Subcontractor Name: GroundTek of Central Florida , LLC

Address: 858 Maguire Rd, Ocoee FL 34761

Phone No.: 407-877-7473

Federal Employee ID No.: 59-2981065

Description of Services to Be Sublet: Roadway Maintenance

Estimated Beginning Date of Sublet Services: June 1, 2019

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: $150,000.00
*(Not to exceed $24,999.99 without prior Board Approval)

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

Requested By: _____
(Signature of Consultant/Contractor Representative)

Project Manager
Title

Recommended by: _____ Date: 9/5/19
(Signature of Appropriate CFX Director/Manager)

Approved by: _____ Date: 9/6/2019
(Signature of Appropriate Services Chief)

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM #19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 23, 2019

SUBJECT: Approval of AKCA, Inc. as a Subcontractor for the SR 429/SR 414 Roadway and Bridge Maintenance Services Contract with Infrastructure Company of America, (ICA) LLC
Contract No. 001152

ICA, CFX's SR 429/SR 414 Roadway and Bridge Maintenance Services Contractor, has requested approval to use AKCA, Inc. to perform roadway striping and painting. The cost is expected to exceed the $25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by ICA when its contract with CFX was originally awarded.

Board approval of AKCA, Inc. as subcontractor to ICA is requested.

Reviewed by:
Donald Budnovich, PE
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: ICA Date: **August 21, 2019**

CFX Contract Name: **SR 429/SR 414 Roadway and Bridge Maintenance** CFX Contract No.: **001152**

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

Subconsultant/Subcontractor Name: **AKCA, Inc.**

Address: **4603 Reece Rd, Plant City FL 33566**

Phone No.: **813-752-4471**

Federal Employee ID No.: **34-1337287**

Description of Services to Be Sublet: **Roadway Striping and Painting**

Estimated Beginning Date of Sublet Services: June 1, 2019

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: **$150,000.00**
*(Not to exceed $24,999.99 without prior Board Approval)

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

Requested By: _____
(Signature of Consultant/Contractor Representative)

Project Manager
Title

Recommended by: _____ Date: 8/22/19
(Signature of Appropriate CFX Director/Manager)

Approved by: _____ Date: 8/23/19
(Signature of Appropriate Services Chief)

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM
#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 20, 2019

SUBJECT: Approval of Supplemental Agreement No. 1 with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services
Contract No. 001432

Board approval is requested for Supplemental Agreement No. 1 with Ayres Associates, Inc., in the amount of $70,000.00 for additional inspections recently required by the Florida Department of Transportation (FDOT). The original contract is for two years with two (2) one-year renewals.

The services to be provided by the contractor include additional structural inspections.

Original Contract Amount	$ 621,000.00
Supplemental Agreement No. 1	$ 70,000.00
Total Revised Contract Amount	$ 691,000.00

This contract is budgeted in the OM&A Budget.

Reviewed by:
Donald Budnovich, P.E.
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 001432
Supplemental Agreement No. 1

This Supplemental Agreement entered into this 10th day of October 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as "CFX", and AYRES ASSOCIATES, INC., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated June 29, 2018, to provide overhead sign inspection services for the sign structures within CFX's Expressway System.

1. CFX has determined it necessary to increase the number of inspections to comply with Florida Department of Transportation requirement to perform a structural inspection of all Traffic Signal Mast Arms (TSMA) every 5 years in a lump sum amount of $59,743.98, as per the proposal (attached) dated August 14, 2019 from Ayres Associates, Inc. Additionally, a contingency amount of $10,256.02 will be added to the contract to provide for unanticipated inspections as approve by the Director of Maintenance.

2. The Consultant hereby agrees to the additional inspections and Contract amount, and

3. CFX and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to increase the compensation and the additional inspections of the TSMAs and add a contingency amount to the contract.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services

Contract No.: 001432

Amount of Changes to this document: $70,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

AYRES ASSOCIATES, INC.

By: _____
Signature

Print Name:_____

Title: _____

Witness:_____

Witness:_____

Approved as to form and execution, only

_____

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 001432

This Contract is made this June day of 27th 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX" and AYRES ASSOCIATES, INC., 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the "CONSULTANT."

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 all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide overhead sign inspection services for the sign structures within CFX's Expressway System as listed in **Exhibit "1"**; and

WHEREAS, on or about June 22, 2017, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (hereinafter "FDOT" or "Department") identified as Contract No. C-9V13, hereinafter "FDOT Contract," consisting of the following parts:

Part 1: Standard Professional Services Agreement (2 pages),

Part 2: Standard Professional Services Agreement Terms (numbered as page A-1 through page A-11),

Part 3: Exhibit "A" entitled Scope of Services for District 5 Overhead Sign & High Mast Light Pole Inspections (numbered as page A-1 through page A-37, and

Part 4: Exhibit "B" entitled Method of Compensation (numbered as page B-1 through page B-4).

A true and correct copy of the FDOT Contract is attached as **Exhibit "3;"** and

WHEREAS, the contract between the CONSULTANT and FDOT was procured through a competitive bidding process, which process is substantially similar to what is required by CFX, and included a Request for Technical Proposals for District 5 Overhead Sign & High Mast Light Pole Inspections attached as **Exhibit "4"**; and

WHEREAS, since CFX desires to procure the same services from the CONSULTANT as those described in the competitively-procured FDOT Contract, CFX may piggyback the FDOT Contract provided the CONSULTANT extends substantially the same terms and conditions of the FDOT Contract to CFX; and

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in the FDOT Contract, 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 incorporated as terms.

2. ADOPTION OF TERMS IN THE FDOT CONTRACT; SERVICES TO BE PROVIDED. The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX. The parties adopt all four parts of the FDOT Contract by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The term "State of Florida Department of Transportation" or "DEPARTMENT" in the FDOT Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX."

2.2 The term "Director" or "Department's Project Manager" in the FDOT Contract will mean "CFX's Director of Maintenance."

2.3 The term "District 5" in the FDOT Contract shall be replaced with "CFX's Expressway System."

2.4 In Part 1 of the FDOT Contract, paragraph 1 entitled "Services and Performance" shall be amended by adding the underlined words and deleting the stricken words as follows:

> **1. SERVICES AND PERFORMANCE**
> A. CFX ~~The Department~~ does hereby retain the Consultant to furnish certain services as described in **Exhibit "A",** attached hereto and made a part hereof, as modified herein, in connection with ~~District Five~~ Overhead Sign & High Mast Light Pole Inspections.
>
> B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be the entire CFX Expressway System including the portions of State Roads 408, 417, 429, 414, 528, 451, 453 within CFX's Expressway System and the Goldenrod Extension
> ~~4322 Hopkins Avenue, Titusville, FL 32780.~~

2.5 In Part 1 of the FDOT Contract, paragraph 2 entitled "Term" shall be deleted and replaced with the following:

> The term of the Contract will be two (2) years from the date stated in the Notice to Proceed from CFX. There shall be two (2) renewal options of one (1) year each. 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 the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial two-year Contract Term and any renewals.

2.6 Part 1 of the FDOT Contract, paragraph 5 entitled "Compensation" shall be amended by adding the underlined words and deleting the stricken words as follows:

> **5. COMPENSATION**
> CFX ~~The Department~~ agrees to pay the Consultant compensation as detailed in **Exhibit 2** also referred to as **CFX Exhibit "B"**, attached hereto and made a part hereof.

2.7 Part 1 of the FDOT Contract, paragraph 6 entitled "Miscellaneous," subparagraph C shall be amended by adding the underlined words and deleting the stricken words as follows:

> C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.
>
> Page A-1 through Page A-37: **Exhibit "A"**, Scope of Services as modified herein.
>
> CFX Page B-1 through Page B-5 ~~Page B-4~~: **CFX Exhibit "2"** also called **CFX Exhibit "B"**, Method of Compensation

2.8 Part 2 of the FDOT Contract, paragraph 1F relating to the use of computer facilities shall be deleted.

2.9 Part 2 of the FDOT Contract, paragraph 1G relating to value engineering shall be deleted.

2.10 Part 2 of the FDOT Contract, paragraph 3F under the main heading of "Compensation" shall be amended by adding the underlined words and deleting the stricken words as follows:

> F. The Consultant should be aware of the following time frames. Upon receipt, CFX ~~the Department~~ has fifteen ~~five (5)~~ working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The CFX Maintenance Department has 20 days to deliver a request for payment (voucher) to the Finance and Accounting Department ~~of Financial Services~~. The 20 days are

measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

2.11 Part 2 of the FDOT Contract, paragraph 3H relating to a vendor ombudsman shall be deleted.

2.12 Part 2 of the FDOT Contract, paragraph 3K shall be amended by adding the underlined words and deleting the stricken words as follows:

> CFX ~~The Department~~, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. ~~The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds.~~ Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, CFX's ~~the Department's~~ performance and obligation to pay under this Agreement is contingent upon an annual appropriation by its Governing Board. ~~the Legislature~~.

2.13 Part 2 of the FDOT Contract, paragraph 5E pertaining to public records shall be amended by deleting the FDOT contract information and adding the following:

> **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.**
>
> Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the CFX. In the event CONSULTANT has public records in its possession, CONSULTANT shall comply with the Public Records Act and CONSULTANT must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONSULTANT to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONSULTANT to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

2.14 Part 2 of the FDOT Contract, paragraph 7B pertaining to Chapter 14-75, Florida Administrative Code shall be deleted.

2.15 Part 2 of the FDOT Contract, paragraph 7C referencing Chapter 946, Florida Statutes pertaining to PRIDE Enterprises shall be deleted.

2.16 Part 2 of the FDOT Contract, paragraph 9 involving terms for Federal Aid Contracts shall be deleted.

2.17 Part 3 of the FDOT Contract entitled "Scope of Services for District 5 Overhead Sign & High Mass Light Poll Inspections" shall be amended by adding the underlined words and deleting the stricken words as follows:

SCOPE OF SERVICES FOR CFX ~~DISTRICT 5~~ OVERHEAD SIGN & HIGH MASS LIGHT POLL INSPECTIONS

2.0 GENERAL DESCRIPTION

2.1 The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the **(BrM-AASHTOWare Bridge Management)** format. The Department will provide software and access to the **BrM** network. The consultant is responsible on their own expense for procuring training in **BrM** for its employees. The Sign structures and HMLP's to be inspected are located on CFX ~~State~~ maintained roadways within the limits of CFX's Expressway System. ~~District 5~~. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every five years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.

2.2 The amount of signs and HMLP's under this contract is dynamic; therefore the contract quantities listed below are estimated.

2.2.1 Six hundred eighty (680) ~~Six hundred eighty six (686)~~ Sign Structures and HMLP's will require routine inspections during the initial 2-year term of this Contract. It is estimated that **twenty-five (25)** ~~two hundred fifty (250)~~ Initial/Post Construction Sign/HMLP inspections will be performed and will require issuance of overhead Sign/HMLP numbers, since prior inspection of these newly constructed or newly inventoried Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the

Consultant. The structure numbers will be assigned to the project and all signs numbers will be displayed on the plans and the plans imported into EDMS for review by the Project Manager at the time of the inspection report submittal. Any Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the BrM inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

2.2.2 Ten (10) ~~Twenty-five (25)~~ interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical BrM Condition State Rating of 4 or greater will require an interim inspection.

4.2 INSPECTION REPORTS

4.2.1 The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT and CFX. Each report will be generated in **BRM** ~~and stored in EDMS~~ and contain all documentation specified by this agreement.

4.2.2 Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within seven (7) calendar days on the reports that do not conform to the specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department and CFX with an original of each report. A hard copy of the photo inventory, and any other inspection documents will be submitted with the report. After final acceptance all inspection documents and photo inventory will be submitted into BRM ~~EDMS~~ and published, then payment will be rendered.

9.0 LIST OF SIGN STRUCTURES ~~(SEE PAGES 19-36)~~

See CFX EXHIBIT "1"

CFX'S STANDARD TERMS AND CONDITIONS

3. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed **$621,000.00** during the term of the Contract unless amended by mutual agreement of the parties.

4. CONSULTANT INSURANCE. CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the FDOT Contract. 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.

5. INDEMNITY. 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

Further, CONSULTANT shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

5.1 violation of same by CONSULTANT, its subcontractors, officers, agents or employees,

5.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

5.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

5.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

5.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

5.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

5.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task. The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. INTEGRATION. It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

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

8. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "5"**.

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

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

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.

9. SUBLETTING AND ASSIGNMENT. CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which shall not be unreasonably withheld, denied or conditioned. 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.

10. GOVERNING LAW; VENUE. This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida. The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

11. RELATIONSHIPS. CONSULTANT acknowledges that no employment relationship exists between CFX and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

12. 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:

12.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

12.2 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.

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

14. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.

15. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either CFX or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence

16. FORCE MAJEURE. In no event shall either CFX or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

17. INSPECTOR GENERAL. CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was approved by CFX's Board of Directors at its meeting on June 29, 2018.

AYRES ASSOCIATES, INC.

2018 JUL 17 PM12:25

By: _____

Print Name: JAGANT SAXENA

VICE PRESIDENT
Title

Attest: _____ (Seal)

Date: 7/16/2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only.

_____
General Counsel for CFX

EXHIBITS:

Exhibit "1": CFX's List of Sign Structures

Exhibit "2" (also referred to as CFX Exhibit "B"): Method of Compensation

Exhibit "3": FDOT Contract No. C-9V13

Exhibit "4": Request for Technical Proposals for District 5 Overhead Sign & High Mast Light Pole Inspections

Exhibit "5": CFX's Potential Conflict Disclosure Form

CFX EXHIBIT 1: CFX'S LIST OF SIGN STRUCTURES

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	county	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
11S029	SR 453	Bridge/DMS	N/S	1.5 mile south of SR 46	11	0	0.000	SR 453	11000000	1/11/2018
11S030	SR 453	Bridge	NB	1.0 mile south of SR 46	11	0	0.000	SR 453	11000000	1/11/2018
11S031	SR 453	Cantilever	NB	3/4 mile south of SR 46	11	0	0.000	SR 453	11000000	1/9/2018
11S032	SR 453	Bridge	NB	0.5 mile south of SR 46	11	0	0.000	SR 453	11000000	1/10/2018
11S033	SR 453	Bridge	NB	at SR 46	11	0	0.000	SR 453	11000000	1/11/2018
11S034	SR 453	Bridge	NB	at SR 46	11	0	0.000	SR 453	11000000	1/11/2018
11S035	SR 453	Cantilever	SB	at SR 46	11	0	0.000	SR 453	11000000	1/10/2018
11S036	SR 453	Cantilever	SB	at SR 46	11	0	0.000	SR 453	11000000	1/10/2018
11S037	SR 453	Cantilever	SB	at SR 46	11	0	0.000	SR 453	11000000	1/10/2018
11S038	SR 453	Bridge	SB	1.75 mi south of SR 46	11	0	0.000	SR 453	11000000	1/10/2018
75A001	SR 417	Bridge	SB	SB exit ramp to Moss Pk Rd	75	27.40712832	17.030	SR 417	75301000	11/28/2017
75A002	SR 417	Bridge	NB	NB SR 417 ramp from Moss Pk Rd	75	27.13353264	16.920	SR 417	75301000	11/28/2017
75A003	SR 417	Cantilever	NB	SR 417 0.75 mi S of Dowden Rd	75	26.85995136	16.690	SR 417	75301000	11/28/2017
75A004	SR 417	Cantilever	NB	SR 417 0.5 mi S of Dowden Rd	75	27.39103456	17.020	SR 417	75301000	11/22/2017
75A005	SR 417	Cantilever	NB	SR 417 at Dowden Rd	75	27.9221184	17.350	SR 417	75301000	11/22/2017
75A006	SR 417	Cantilever	SB	SR 417 at Dowden Rd	75	29.48318208	18.320	SR 417	75301000	11/21/2017
75A007	SR 417	Cantilever	SB	SR 417 0.25 mi N of Dowden Rd	75	29.88551808	18.570	SR 417	75301000	11/21/2017
75A008	SR 417	Cantilever	SB	SR 417 1.0 mi N of Dowden Rd	75	30.91549824	19.210	SR 417	75301000	11/21/2017
75A009	SR 417	Cantilever	EB	Dowden Rd 0.1 mi W of SR 417	75	28.74288384	17.860	SR 417	75301000	11/21/2017
75A010	SR 417	Bridge	NB	Dowden Rd on-ramp to NB 417	75	28.63022976	17.790	SR 417	75301000	12/12/2017
75A011	SR 417	Bridge	SB	SB SR 417 exit ramp to Dowden Rd	75	29.00037888	18.020	SR 417	75301000	12/12/2017
75A021	SR 50	Cantilever	EB	SR 50 at SR 417	75	12.72991104	7.910	SR 417	75060000	12/13/2017
75A024	SR 408	Cantilever	EB	Crystal Lake Dr	75	12.21492096	7.590	SR 408	75008000	2/7/2018
75A025	SR 408	Cantilever	WB	just west of Crystal Lk Dr	75	12.24710784	7.610	SR 408	75008000	2/7/2018
75A026	SR 408	Cantilever	WB	at Lk Underhill Bridge	75	12.68553728	7.870	SR 408	75008000	2/7/2018
75A027	SR 408	Cantilever	EB	on Lk Underhill Bridge	75	12.7042848	7.950	SR 408	75008000	2/7/2018
75A028	SR 408	Cantilever	WB	on Lk Underhill Bridge	75	13.08767328	8.120	SR 408	75008000	2/7/2018
75A029	SR 408	Cantilever	EB	at Conway off-ramp	75	13.29316144	8.260	SR 408	75008000	2/7/2018
75A030	SR 408	Bridge	EB	Conway overpass	75	13.47020928	8.370	SR 408	75008000	2/8/2018
75A031	SR 408	Butterfly	EB	off-ramp at Conway	75	13.40583552	8.330	SR 408	75008000	2/7/2018
75A032	SR 408	Butterfly	WB	on-ramp from Conway	75	13.38974208	8.320	SR 408	75008000	2/8/2018
75A034	SR 429	Cantilever	NB	NB 1/2 Mile South of SR 441	75	63.60127488	39.520	SR 429	75320000	7/26/2016
75A035	SR 429	Bridge	NB	SR 429 at SR 441	75	64.11628640	39.840	SR 429	75320000	7/26/2016
75A038	SR 408	Butterfly	EB	on-ramp from Orlman/Mercy	75	3.5405568	2.200	SR 408	75008000	9/20/2017
75A039	SR 408	Butterfly	WB	off-ramp at Mercy Dr	75	3.7014912	2.300	SR 408	75008000	9/20/2017
75A040	SR 408	Butterfly	WB	off-ramp at JYP	75	5.34302208	3.320	SR 408	75008000	9/20/2017
75A041	SR 408	Butterfly	EB	on-ramp at JYP	75	5.37520896	3.340	SR 408	75008000	9/20/2017
75A042	SR 408	Butterfly	EB	off-ramp at Mills	75	10.02621312	6.230	SR 408	75008000	9/20/2017
75A043	SR 408	Butterfly	EB	off-ramp at Bumby	75	11.20103424	6.960	SR 408	75008000	9/20/2017
75A044	SR 408	Butterfly	WB	on-ramp at Bumby and South St	75	11.20103424	6.960	SR 408	75008000	9/20/2017
75A046	SR 417	Bridge	-	John Young Main Toll Plaza Truss	75	1.78637184	1.110	SR 417	75301000	10/31/2017
75A047	SR 417	Bridge	-	Boggy Creek Main Toll Plaza Truss	75	14.82527693	9.212	SR 417	75301000	10/31/2017
75A048	SR 417	Bridge	-	Curry Ford Main Toll Plaza Truss	75	3.36362896	2.090	SR 417	75300000	10/30/2017
75A049	SR 417	Bridge	-	University Main Toll Plaza Truss	75	15.42876923	9.587	SR 417	75300000	10/30/2017
75A050	SR 408	Bridge	-	Hawassee Main Toll Plaza Truss	75	4.828032	3.000	SR 408	75008170	10/31/2017
75A051	SR 408	Bridge	-	Dean Rd Main Toll Plaza Truss	75	4.089343104	2.541	SR 408	75008180	10/30/2017
75A052	SR 408	Bridge	WB	Conway Rd Main Toll Plaza Truss	75	14.0012928	8.700	SR 408	75008000	10/30/2017
75A055	SR 417	Cantilever	SB	at exit ramp to Lk Nona	75	21.46864896	13.340	SR 417	75301000	10/4/2017
75A056	SR 417	Cantilever	SB	at 1/2 mile point to Lk Nona	75	21.74223744	13.510	SR 417	75301000	10/4/2017
75A057	SR 417	Butterfly	SB	off-ramp to Lake Nona	75	20.921472	13.000	SR 417	75301000	10/30/2017
75A058	SR 417	Butterfly	NB	on-ramp from Lake Nona	75	20.88928512	12.980	SR 417	75301000	10/31/2017
75A059	SR 408	Butterfly	WB	off-ramp to Rouse Rd	75	5.03724672	3.130	SR 408	75008180	10/3/2017
75A060	SR 408	Butterfly	EB	on-ramp from Rouse Rd	75	5.27864832	3.280	SR 408	75008000	10/3/2017
75A064	SR 408	Bridge	EB	Conway Rd Main Toll Plaza Truss	75	14.484096	9.000	SR 408	75008000	10/30/2017
75A073	SR 408	Butterfly	WB	off-ramp to Orange Blossom Tr	75	7.0811136	4.400	SR 408	75008000	2/23/2017
75A074	SR 408	Butterfly	EB	on-ramp from Orange Blossom Tr	75	6.87188352	4.270	SR 408	75008000	2/10/2017
75A075	SR 408	Cantilever	WB	WB ramp to I-4 (on viaduct)	75	8.5295232	5.300	SR 408	75008000	9/19/2017
75A076	SR 408	Cantilever	EB	EB off-ramp to I-4 (DMS)	75	7.91787248	4.920	SR 408	75008000	9/20/2017
75A077	SR 528	Bridge	-	EB off-ramp to Dallas Blvd	75	37.3367808	23.200	SR 528	75002000	8/12/2016
75A078	SR 528	Bridge	-	WB on-ramp from Dallas Blvd	75	37.3367808	23.200	SR 528	75002000	8/12/2016

Print Date: 7/9/2018

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004.28/11

Sign #	Facility	Structure Type	Dir	Location	County	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
75A079	SR 528	Cantilever	EB	EB 1.0 mile east of Dallas Blvd	75	36.502125564	22.060	SR 528	75002000	1/12/2018
75A081	SR 528	Cantilever	EB	EB off-ramp to Dallas Blvd	75	37.159752296	23.090	SR 528	75002000	1/12/2018
75A082	SR 528	Bridge	-	1.3 mile east of Dallas Blvd	75	39.5898624	24.600	SR 528	75002000	2/21/2018
75A083	SR 528	Bridge	-	1.6 mile east of Dallas Blvd	75	40.3945344	25.100	SR 528	75002000	2/21/2018
75A084	SR 528	Bridge	-	2 miles east of Dallas Blvd	75	40.70674714	25.294	SR 528	75002000	2/21/2018
75A085	SR 528	Cantilever	EB	2.3 miles east of Dallas Blvd	75	40.989999765	25.470	SR 528	75002000	2/21/2018
75A086	SR 528	Cantilever	WB	2.6 miles east of Dallas Blvd	75	41.39232765	25.720	SR 528	75002000	2/21/2018
75A087	SR 528	Bridge	-	2.6 miles east of Dallas Blvd	75	41.58935552	25.830	SR 528	75002000	2/21/2018
75A088	SR 528	Bridge	-	2.7 miles east of Dallas Blvd	75	41.7624768	25.950	SR 528	75002000	2/21/2018
75A089	SR 528	Bridge	-	2.8 miles east of Dallas Blvd	75	42.0036784	26.100	SR 528	75002000	2/21/2018
75A096	SR 408	Cantilever	EB	EB 408 0.25 mi west of Goldenrod	75	17.5418485	10.900	SR 408	75008000	2/5/2018
75A097	SR 408	Bridge	-	at EB ramp to Goldenrod	75	17.702784	11.000	SR 408	75008000	2/7/2018
75A098	SR 408	Cantilever	NB	NB SR 551 at SR 408	75	17.90832576	11.105	SR 551	75008000	2/7/2018
75A099	SR 408	Cantilever	SB	SB SR 551 at SR 408	75	17.9699351	11.166	SR 551	75008000	2/7/2018
75A100	SR 429	Bridge		1.0 mile south of CR 437A	75	56.32704	35.000	SR 429	75320000	4/25/2018
75A101	SR 429	Bridge		0.5 mile south of CR 437A	75	57.131712	35.500	SR 429	75320000	4/25/2018
75A102	SR 429	Cantilever	NB	at CR 437A	75	57.7754496	35.900	SR 429	75320000	4/25/2018
75A103	SR 429	Bridge		1 mile south of SR 414	75	58.0973184	36.100	SR 429	75320000	4/25/2018
75A104	CR437A	Cantilever	SB	southbound at SR 429	75	58.2582528	36.200	SR 429	75320000	4/25/2018
75A105	CR437A	Cantilever	NB	northbound at SR 429	75	58.27434624	36.210	SR 429	75320000	4/25/2018
75A106	SR 429	Bridge		0.75 south of SR 414	75	58.4996544	36.350	SR 429	75320000	4/25/2018
75A107	SR 429	Cantilever	SB	at CR 437A	75	59.741056	36.500	SR 429	75320000	4/25/2018
75A108	SR 429	Tube Truss	NB	at ramp plaza from CR 437A	75	58.4191872	36.300	SR 429	75320000	10/21/2016
75A109	SR 429	Tube Truss	SB	at ramp plaza to CR 437A	75	58.43526064	36.310	SR 429	75320000	10/21/2016
75A110	SR 429	Bridge	SB	At exit ramp to CR 437A	75	49.87357056	30.990	SR 429	75320000	10/21/2016
75A111	SR 408	Cantilever	SB	SB Chickasaw Tr at ramp to WB 408	75	18.8203245	11.700	SR 408	75008000	12/27/2016
75A112	SR 408	Cantilever	EB	EB at ramp to Chickasaw Tr	75	17.8637184	11.100	SR 408	75008000	12/27/2016
75A113	SR 408	Cantilever	WB	1.6 mile east of Semoran	75	18.04074624	11.210	SR 408	75008000	12/27/2016
75A114	SR 408	Cantilever	WB	WB at ramp to Goldenrod Rd	75	18.41733274	11.444	SR 408	75008000	12/27/2016
75A115	SR 429	Cantilever	SB	1 mile north of CR 437A	75	1.7702784	1.100	SR 429	75320000	11/15/2016
75A116	SR 429	Bridge		at SR 414 EB exit	75	0.90123264	0.560	SR 429	75320000	11/15/2016
75A117	SR 429	Cantilever	SB	0.5 mile south of CR 437A	75	0	0.000	SR 429	75320000	11/15/2016
75A118	SR 429	Cantilever	NB	NB at SR 414 EB exit	75	0.2414016	0.150	SR 429	75320000	11/15/2016
75A119	SR 414	Cantilever	EB	EB at SR 451 NB exit	75	1.01388672	0.630	SR 414	75340000	11/15/2016
75A120	SR 414	Bridge		WB at SR 429 SB exit	75	8.19156096	5.090	SR 414	75340000	11/17/2016
75A121	SR 414	Bridge		at SR 429 NB exit	75	8.5285232	5.300	SR 414	75340000	11/15/2016
75A122	SR 408	Bridge	EB	at Chickasaw Trail	75	0.6839712	0.425	SR 408	75008160	11/18/2016
75A123	SR 408	Bridge		0.5 mi east of Goldenrod Rd	75	17.2054287	10.691	SR 408	75008000	11/18/2016
75A124	SR 408	Bridge	EB	just past Chickasaw Trail	75	1.0460736	0.650	SR 408	75008160	11/18/2016
75A125	SR 408	Bridge	EB	SR 408 at SR 417	75	1.34380224	0.835	SR 408	75008160	11/18/2016
75A126	SR 408	Bridge	EB	at exit to SR 417	75	1.4484096	0.900	SR 408	75008160	11/18/2016
75A127	SR 408	Cantilever	EB	1.0mi west of Dean Rd	75	1.5288768	0.950	SR 408	75008160	11/18/2016
75A128	SR 408	Cantilever	WB	1.25 mi east of Goldenrod Rd	75	1.94736624	1.210	SR 408	75008180	11/18/2016
75A129	SR 417	Cantilever	SB	SB at SR 409 EB ramp	75	10.25152128	6.370	SR 417	75300000	12/16/2016
75A130	SR 417	Cantilever	NB	1.25 mile south of SR 50	75	10.4680736	6.500	SR 417	75300000	12/16/2016
75A131	SR 417	Bridge	SB	SB ramp to WB 408	75	10.7828045	6.700	SR 417	75300000	11/18/2016
75A132	SR 417	Bridge		075 mile south of SR 50	75	11.4283424	7.100	SR 417	75300000	11/18/2016
75A133	SR 417	Cantilever	NB	0.5 mile south of SR 50	75	11.84477184	7.360	SR 417	75300000	12/16/2016
75A134	SR 417	Bridge	SB	North of SR 408 EB	75	12.07005	7.500	SR 417	75300000	12/16/2016
75A135	SR 417	Cantilever	NB	0.25 mile south of SR 50	75	12.2310144	7.600	SR 417	75300000	12/16/2016
75A136	SR 417	Cantilever	NB	At ramp to SR 50	75	12.61725626	7.840	SR 417	75300000	12/16/2016
75A137	SR 417	Bridge		SB 1.5 mile north of SR 408 EB	75	12.02369434	7.844	SR 417	75300000	12/16/2016
75A138	SR 417	Cantilever	SB	1.0 mile north of SR 50	75	10.3892352	6.650	SR 417	75300000	12/16/2016
75A139	SR 429	Bridge		0.4 mile north of CR 437A	75	0.6437376	0.400	SR 417	75340100	1/27/2017
75A140	SR 429	Bridge	SB	south of Lust Rd	75	10.7021376	6.650	SR 429	75340000	1/27/2017
75A141	SR 429	Bridge	SB	at Lust Rd	75	12.14732551	7.548	SR 429	75340000	1/27/2017
75A143	SR 429	Cantilever	SB	at Peterson Rd	75	13.1161536	8.150	SR 429	75340000	1/27/2017
75A144	SR 429	Cantilever	NB	at General Electric Rd	75	14.63376499	9.093	SR 429	75340000	8/15/2017
75A145	SR 429	Cantilever	NB	north of SR 441	75	14.87516659	9.243	SR 429	75340000	8/15/2017
75A146	SR 429	Bridge	NB	north of SR 441	75	15.03810022	9.343	SR 429	75340000	1/27/2017
75A147	SR 429	Cantilever	SB	at entrance to southbound 429 on 441	75	15.48349562	9.621	SR 429	75340000	1/27/2017

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Sign #	Facility	Structure Type	Dir	Location	county	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
75A148	SR 429	Bridge	NB	at ext to SR 441	75	15.48349562	9.621	SR 429	75340000	8/17/2017
75A149	SR 441	Cantilever	NB	nb SR 441 at SR 429	75	15.48349562	9.621	SR 429	75324000	8/15/2017
75A150	SR 441	Bridge		sb SR 441 at SR 429	75	24.40421565	15.220	SR 429	75340000	8/17/2017
75A151	SR 414	Cantilever	SB	0.5 mile north of SR 429	75	15.48349562	9.621	SR 441	75340000	1/27/2017
75A152	SR 441	Cantilever	NB	NB SR441 at SR 429/451 Vick Rd	75	19.6339265	12.200	SR 441	75020000	8/25/2017
75A153	SR 417	Bridge	NB	Just north of Wyndham Lakes Blvd	75	0		SR 417	75301000	12/12/2017
75A154	SR 417	Cantilever	NB	Just north of Wyndham Lakes Blvd	75	0		SR 417	75301000	12/12/2017
75A155	SR 417	Bridge	SB	Just south of Wyndham Lakes Blvd	75	0		SR 417	75301000	12/12/2017
75A156	SR 408	Bridge	EB	EB 0.5 mi West of Colonial SR 50	75	8.519867136	5.294	SR 408	75008160	12/13/2017
75A157	SR 408	Bridge	EB	EB exit to SR 50	75	9.324539136	5.794	SR 408	75008160	12/15/2017
75A158	SR 408	Bridge	EB	EB on exit ramp to SR 50	75	9.4951293	5.900	SR 408	75008160	12/15/2017
75A159	SR 408	Cantilever	EB	EB 0.4 mi west of End of SR 408	75	9.387303552	5.833	SR 408	75008160	12/15/2017
75A170	SR 429	Bridge	NB	NB 0.7 mi South of CR 437A	75	56.78570304	35.285	SR 429	75320000	4/25/2018
75A171	SR 429	Bridge	-	1.6 mi south of SR 441	75	12.90854922	8.021	SR 429	75340000	4/26/2018
75A172	SR 441	Cantilever	SB	SB vick Rd at SR 441	75	20.42257536	12.690	SR 451	75020000	4/26/2018
75A173	SR 414	Bridge	-	0.25 mi west of Hiawassee	75	3.719193984	2.311	SR 414	75340000	4/26/2018
75A174	SR 417	Cantilever	SB	1.0 mile north of Fl Tpk	75	12.1505472	7.550	SR 417	75301000	1/25/2017
75A175	SR 417	Cantilever	SB	.5 mile north of Fl Tpk	75	11.55508992	7.180	SR 417	75301000	1/25/2017
75A176	SR 417	Cantilever	NB	0.1 mile north of Fl Tpk	75	10.27888013	6.387	SR 417	75301000	1/25/2017
75A177	SR 417	Bridge	NB	0.25 mile north of Fl Tpk	75	10.79869524	6.710	SR 417	75301000	1/25/2017
75A178	SR 417	Cantilever	SB	SB at Curry Ford ext	75	6.400361088	3.977	SR 417	75300000	2/15/2017
75A181	SR 429	Bridge	SB	SB at exit to Tpk	75	48.28032	30.000	SR 429	75320000	3/7/2017
75A182	SR 429	Bridge	SB	SB 429 0.2 mi north of Tpk	75	48.80218885	30.200	SR 429	75320000	3/7/2017
75A183	SR 429	Cantilever	NB	1 Mile south of Schofield Rd	75	30.10599521	18.707	SR 429	75320000	5/22/2017
75A184	SR 429	Cantilever	NB	0.5 mile south of Schofield Rd	75	30.91067021	19.207	SR 429	75320000	5/22/2017
75A185	SR 429	Cantilever	NB	At Schofield Rd exit	75	31.71534221	19.707	SR 429	75320000	5/22/2017
75A186	SR 429	Cantilever	SB	At Schofield Rd exit	75	33.04305101	20.532	SR 429	75320000	5/22/2017
75A187	SR 429	Cantilever	SB	0.5 mile north of Schofield Rd	75	33.72380352	20.955	SR 429	75320000	5/22/2017
75A188	SR 429	Cantilever	SB	1.0 mile north of Schofield Rd	75	34.85239501	21.532	SR 429	75320000	5/22/2017
75A189	SR 429	Cantilever	EB	Schofield at SB ramp to SR 429	75	0	0.000	SR 429	75320000	5/22/2017
75A190	SR 429	Cantilever	WB	Schofield at NB ramp to SR 429	75	0	0.000	SR 429	75320000	5/22/2017
75A191	SR 429	Bridge	-	2.7 miles north of Schofield Rd	75	36.74454221	22.832	SR 429	75320000	5/22/2017
75A193	SR 429	Tube Truss	NB	NB off-ramp to Schofield Rd	75	32.18688	20.000	SR 429	75320000	7/18/2017
75A194	SR 429	Tube Truss	SB	SB on-ramp to SR 429	75	32.3478144	20.100	SR 429	75320000	7/18/2017
75A195	SR 417	Cantilever	NB	NB 0.6 mile north of Landstar Blvd.	75	12.73795776	7.915	SR 417	75301000	2/20/2018
75A196	SR 417	Cantilever	SB	Ramp I - SB 0.2 mi north of SR 417	75	17.42919552	10.830	SR 417	75301000	2/20/2018
75A197	SR 417	Cantilever	NB	NB 0.3 mile south of Lk Nona	75	20.20362784	12.610	SR 417	75301000	2/19/2018
75A198	SR 417	Cantilever	SB	SB 0.25 mi north of Lk Nona	75	21.21115392	13.180	SR 417	75301000	2/19/2018
75A199	SR 417	Cantilever	SB	SB 0.9 mile north of Boggy Creek	75	18.9645027	11.784	SR 417	75301000	2/19/2018
75A200	SR 417	Cantilever	SB	SB 0.7 mi north of Boggy Creek	75	18.6426402	11.584	SR 417	75301000	2/19/2018
75A201	SR 417	Cantilever	SB	SB 0.5 mi north of Boggy Creek	75	18.3207721	11.384	SR 417	75301000	2/19/2018
75A202	SR 417	Cantilever	SB	Boggy Creek Rd SB to SR 417 SB	75	0	0.000	SR 417	75301000	2/19/2018
75A203	SR 417	Cantilever	NB	NB 0.5 mi north of Boggy Creek	75	18.2515703	11.341	SR 417	75301000	2/20/2018
75A204	SR 417	Cantilever	SB	Ramp I - 1.1 mi north of SR 417	75	17.42919552	10.830	SR 417	75301000	2/20/2018
75A205	SR 417	Bridge	NB	Ramp I to SR 417 NB	75	17.9297015	11.141	SR 417	75301000	2/20/2018
75A206	SR 417	Bridge	NB	NB 0.8 mi south of Boggy Creek	75	16.11758016	10.015	SR 417	75301000	2/20/2018
75A207	SR 417	Bridge	SB	SB 0.6 mi south of Lk Nona Blvd	75	19.81102464	12.310	SR 417	75301000	2/19/2018
75A208	SR 417	Bridge	NB	Ramp I - 0.35 mi north of SR 417	75	17.42919552	10.830	SR 417	75301000	2/20/2018
75A209	SR 417	Bridge	SB	Ramp D-1 at Toll Plaza	75	0.171206592	0.106	SR 417	75301000	2/19/2018
75A210	SR 417	Cantilever	NB	Ramp I at Toll Plaza	75	0	0.000	SR 417	75301000	2/20/2018
75A211	SR 429	Mast Arm	SB	SB off-ramp to CR 535	75	42.8690176	26.650	SR 429	75320000	1/12/2018
75A212	SR 429	Cantilever	SB	0.6 mile south of Fl Tpk	75	46.31209229	28.777	SR 429	75320000	1/12/2018
75A216	SR 417	Bridge	NB	1.1 mi south of Fl Tpk	75	8.202826368	5.097	SR 417	75301000	5/12/2016
75A217	SR 417	Bridge	NB	0.5 mile south of Fl Tpk	75	8.685629568	5.397	SR 417	75301000	5/12/2016
75A218	SR 417	Cantilever	NB	0.35 mile south Fl Tpk	75	8.927031168	5.547	SR 417	75301000	5/12/2016
75A219	SR 417	Bridge	NB	0.15 mile south of Fl Tpk	75	9.248899968	5.747	SR 417	75301000	5/12/2016
75A220	SR 417	Bridge	SB	0.19 mile north of Fl Tpk	75	9.887809536	6.144	SR 417	75301000	5/12/2016
75A221	SR 417	Bridge	SB	0.4 mile north of Fl Tpk	75	10.22577178	6.354	SR 417	75301000	5/12/2016
75A222	SR 528	Tube Truss	EB	EB off-ramp to to Boggy Creek	75	12.3114516	7.650	SR 528	75002000	5/10/2018
75A223	SR 528	Tube Truss	WB	WB onramp from Boggy Creek	75	12.3114516	7.650	SR 528	75002000	5/10/2018
75A224	SR 528	Cantilever	EB	0.25 mi east of Boggy Creek	75	12.68163072	7.880	SR 528	75002000	5/10/2018

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75A225	SR 528	Bridge/DMS	E/W	.55 mi west of Tradeport	75	13.1966208	8.200	SR 528	75002000	5/9/2018
75A226	SR 528	Cantilever	EB	.4 mi west of Tradeport	75	15.06345984	9.360	SR 528	75002000	5/10/2018
75A227	SR 528	Cantilever	EB	.25 mi east of Tradeport	75	13.51848960	8.400	SR 528	75002000	5/10/2018
75A228	SR 528	Cantilever	EB	.02 mi east of Tradeport	75	11.99765952	7.455	SR 528	75002000	5/10/2018
75A229	SR 528	Cantilever	EB	0.45 mile west of SR 436	75	15.29037734	9.501	SR 528	75002000	8/15/2016
75A230	SR 528	Bridge	E/W	1 mi east of Conway	75	15.691104	9.750	SR 528	75002000	5/8/2018
75A231	SR 528	Cantilever	EB	.35 mi west of SR 436	75	15.9325056	9.900	SR 528	75002000	5/8/2018
75A232	SR 528	Cantilever	WB	.22 mi east of Tradeport	75	12.40804224	7.710	SR 528	75002000	5/8/2018
75A233	SR 528	Cantilever	WB	.1 mi west of Tradeport	75	13.9208256	8.650	SR 528	75002000	5/18/2016
75A234	SR 528	Cantilever	WB	120' east of Daetwyler	75	13.679424	8.500	SR 528	75002000	5/9/2018
75A235	SR 528	Cantilever	WB	.4 mi east of Boggy Creek	75	13.08390672	8.130	SR 528	75002000	5/9/2018
75A236	SR 528	Tube Truss	EB	EB on-ramp from Boggy Creek	75	12.4881855	7.766	SR 528	75002000	5/9/2018
75A237	SR 528	Tube Truss	WB	WB off-ramp to Boggy Creek	75	14.2426944	8.850	SR 528	75002000	5/9/2018
75A238	SR 528	Tube Truss	EB	EB on-ramp from Conway	75	14.2426944	8.850	SR 528	75002000	5/8/2018
75A239	SR 528	Tube Truss	WB	WB off-ramp to Conway	75	14.3231616	8.900	SR 528	75002000	5/8/2018
75A240	SR 417	Cantilever	NB	NB at exit 30 Curry Ford Rd	75	31.95030643	19.853	SR 417	75300000	8/15/2016
75A241	SR 417	Cantilever	SB	SB at ramp to SR 528	75	5.42348928	3.370	SR 417	75300000	8/15/2016
75A242	SR 417	Cantilever	SB	SB at SR 528	75	32.19170803	20.003	SR 417	75300000	8/15/2016
75A546	SR 429	Bridge	N/S	DMS 0.5 mi north of Ponkin	75	0	0.000	SR 429	75000000	4/14/2017
75A547	SR 429	Cantilever	NB	NB 429 1 mi fm Kelly Pk Rd	75	0	0.000	SR 429	75330000	4/14/2017
75A548	SR 429	Cantilever	NB	NB 429 1/2 mi fm Kelly Pk Rd	75	0	0.000	SR 429	75330000	4/14/2017
75A549	SR 429	Cantilever	NB	NB 429 at Kelly Pk exit	75	0	0.000	SR 429	75330000	4/14/2017
75A550	SR 429	Cantilever	EB	Kelly Park Rd at SR 429	75	0	0.000	SR 429	75330000	4/14/2017
75A551	SR 429	Cantilever	WB	Kelly Park Rd at SR 429	75	0	0.000	SR 429	75330000	4/14/2017
75A554	SR 414	Bridge	E/W	SR 414 at Marden Rd	75	7.93408592	4.930	SR 414	75340000	6/22/2017
75A555	SR 414	Cantilever	WB	SR 414 at Marden Rd	75	7.62829056	4.740	SR 414	75340000	6/22/2017
75A556	SR 414	Cantilever	WB	SR 414 at Marden Rd	75	7.45126272	4.630	SR 414	75340000	6/22/2017
75A557	SR 414	Cantilever	WB	SR 414 at Marden Rd	75	5.20474176	3.290	SR 414	75340000	6/22/2017
75A558	SR 429	Bridge	NB	1.0 mi north of Connector Rd	75	0	0.000	SR 429	75000000	6/28/2017
75A559	SR 429	Bridge	SB	1.0 mi north of Connector Rd	75	0	0.000	SR 429	75000000	6/28/2017
75A560	SR 429	Cantilever	NB	1 mile south of SR 441	75	12.9552192	8.050	SR 429	75340000	7/17/2017
75A561	SR 429	Cantilever	SB	at exit 34 to SR 441	75	15.88583462	9.871	SR 429	75340000	7/17/2017
75A562	SR 429	Cantilever	SB	1/2 mile north of SR 441	75	16.69050962	10.371	SR 429	75340000	7/17/2017
75A563	SR 429	Cantilever	SB	1 mile north of SR 441	75	17.49517862	10.871	SR 429	75340000	7/17/2017
75A564	SR 429	Butterfly	WB	on Connector Rd west of CR 437	75	15.48349862	9.621	SR 429	75340000	7/17/2017
75A565	SR 429	Cantilever	WB	0.9 mile south of US 441	75	13.71322022	8.521	SR 429	75340000	8/15/2017
75A566	SR 429	Cantilever	WB	500 ft west of CR 437	75	15.48349862	9.621	SR 429	75340000	8/15/2017
75A567	SR 429	Bridge	E/W	at SR 429 ramps	75	15.48349862	9.621	SR 429	75340000	8/17/2017
75A568	SR 429	Cantilever	WB	WB CR 535 at SR 429	75	42.5071488	26.460	SR 429	75320000	11/22/2017
75A569	SR 417	Bridge	NB	NB 417 1 mile south SR 408	75	10.09702426	6.274	SR 417	75300000	11/17/2017
75A570	SR 417	Cantilever	NB	NB 417 0.5 mile south SR 408	75	9.26982144	5.760	SR 417	75300000	11/17/2017
75A571	SR 50	Cantilever	WB	.07 mi east of SR 429	75	9.9779328	6.200	SR 50	75050000	2/6/2018
75A572	SR 50	Cantilever	WB	.018 mile east of SR 429	75	10.1388672	6.300	SR 50	75050000	2/6/2018
75A573	SR 50	Cantilever	EB	0.2 mile west of SR 408	75	13.19374605	8.192	SR 50	75050000	2/6/2018
75A574	SR 50	Cantilever	WB	0.25 mile east of SR 408	75	13.91921620	8.649	SR 50	75050000	2/6/2018
75A575	SR 429	Cantilever	NB	1.25 mile south of Kelly Pk Rd	75	0	0.000	SR 429	75000000	2/27/2018
75A576	SR 429	Cantilever	NB	at Kelly Park Rd	75	0	0.000	SR 429	75000000	2/27/2018
75A577	SR 429	Bridge	NB	0.5 mi north of Kelly Park Rd	75	0	0.000	SR 429	75000000	2/28/2018
75A578	SR 429	Cantilever	SB	0.3 mi north of Kelly Park Rd	75	0	0.000	SR 429	75000000	2/27/2018
75A579	SR 429	Cantilever	SB	0.15 mi north of Kelly Park Rd	75	0	0.000	SR 429	75000000	2/27/2018
75A580	SR 429	Cantilever	SB	at Kelly Park Rd	75	0	0.000	SR 429	75000000	2/27/2018
75A581	SR 429	Cantilever	SB	0.15 mile south of FI Tpk	75	0	0.000	SR 429	75000000	2/27/2018
75A582	SR 429	Cantilever	EB	EB Kelly Park at SR 429	75	0	0.000	0	0	2/27/2018
75A583	SR 429	Cantilever	WB	WB Kelly Park Rd at SR 429	75	0	0.000	0	0	3/12/2018
75A584	SR 429	Bridge	NB	0.75 mi north of Kelly Park Rd	75	0		0	75000000	2/28/2018
75A585	SR 429	Bridge	SB	0.8 mile north of SR 453	75	0		0	75000000	2/28/2018
75A586	SR 429	Bridge	SB	0.5 mile north of SR 453	75	0		0	75000000	2/28/2018
75A587	SR 429	Cantilever	SB	1.0 mile north of Kelly Park Rd	75	0		0	75000000	2/28/2018
75A588	SR 429	Bridge	SB	.65 mile north of Kelly Park Rd	75	0		0	75000000	3/1/2018
75A589	SR 453	Bridge	SB	.75 mile north of SR 429	75	0		0	75000000	3/1/2018
75A590	SR 453	Bridge	SB	0.25 mile north of SR 429	75	0		0	75000000	3/1/2018

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Sign #	Facility	Structure Type	Dir	Location	County	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
75A591	SR 453	Cantilever	SB	0.75 mile north of SR 429	75	0		0	75000000	3/1/2018
75A592	SR 528	Cantilever	NB	Sunbridge Parkway (ICP)	75	30.98952806	19.256	SR 528	75002000	3/20/2018
75A593	SR 528	Cantilever	NB	Sunbridge Parkway (ICP)	75	30.98952806	19.256	SR 528	75002000	3/20/2018
75A594	SR 528	Cantilever	SB	Innovation Way	75	30.98952806	19.256	SR 528	75002000	3/20/2018
75A595	SR 528	Cantilever	SB	Innovation Way	75	30.98952806	19.256	SR 528	75002000	3/20/2018
75A596	SR 528	Cantilever	EB	0.6 west of Sunbridge Pkwy (ICP)	75	16.68305728	9.745	SR 528	75002000	3/21/2018
75A597	SR 528	Cantilever	EB	at Sunbridge Pkwy	75	14.87838528	9.245	SR 528	75002000	3/21/2018
75A598	SR 528	Cantilever	WB	1.0 mile east of Sunbridge Pkwy (ICP)	75	32.32045556	20.093	SR 528	75002000	3/21/2018
75A599	SR 528	Cantilever	WB	0.6 mile east of Sunbridge Pkwy (ICP)	75	31.53187699	19.593	SR 528	75002000	3/21/2018
75A600	SR 528	Cantilever	WB	exit to Sunbridge Pkwy	75	30.86078054	19.176	SR 528	75002000	3/21/2018
75A601	SR 528	Cantilever	WB	0.4 mile west of Innovation Way	75	29.56560256	18.385	SR 528	75002000	3/21/2018
75A602	SR 528	Cantilever	WB	0.6 mile west of Innovation Way	75	29.28201408	18.195	SR 528	75002000	3/21/2018
75A603	SR 528	Tube Truss	WB	eb off-ramp at plaza	75	30.4568352	18.925	SR 528	75002000	3/20/2018
75A604	SR 528	Tube Truss	EB	wb off-ramp at plaza	75	30.4568352	18.925	SR 528	75002000	3/20/2018
75A605	SR 429	Cantilever	SB	sb 1.75 mi north of SR 453	75	0	0.000	SR 429	75000000	4/9/2018
75A606	SR 429	Bridge/DMS	N/S	1.25 mi north of SR 453	75	0	0.000	SR 429	75000000	4/9/2018
75A607	SR 429	Bridge	NB	1.0 mi north of SR 453 (nb gantry)	75	0	0.000	SR 429	75000000	4/9/2018
75A608	SR 429	Bridge	SB	1.0 mile north of SR 453 (sb gantry)	75	0	0.000	SR 429	75000000	4/9/2018
75A609	SR 417	Cantilever	SB	SR 417 to SR 528	75			SR 528		5/16/2018
75A610	SR 417	Cantilever	SB	SR 417 to SR 528	75			SR 528		5/16/2018
75A611	SR 417	Bridge	SB	SR 417 to SR 528	75			SR 417		5/16/2018
75A612	SR 417	Bridge	SB	SR 417 to SR 528	75			SR 417		5/16/2018
75A613	SR 408	Cantilever	WB	SR 408 at Good Homes Rd exit	75			SR 408		6/5/2018
75A614	SR 408	Cantilever	WB	SR 408 1/4 mile east of Good Homes	75			SR 408		6/5/2018
75C070	SR 528	Cable	NB	Dallas Blvd NB at SR-528	75	37.50254323	23.303	SR 528	75002000	12/18/2017
75C071	SR 528	Cable	SB	Dallas Blvd SB at SR-528	75	37.50254323	23.303	SR 528	75002000	12/18/2017
75S025	SR 436	Bridge	NB	SR 436 just north of SR 528	75	0.45868304	0.285	SR 436	75003000	9/16/2017
75S044	SR 408	Bridge	EB	SR-527 (Orange Ave)	75	9.02641984	5.610	SR 408	75008000	9/20/2017
75S045	SR 408	Cantilever	EB	Ramp from Anderson St	75	9.38247552	5.830	SR 408	75008000	6/20/2017
75S071	SR 408	Bridge	WB	exit to WB I-4	75	9.10888704	5.660	SR 408	75008000	6/14/2017
75S075	SR 408	Cantilever	WB	South St at Bumby wb on-ramp	75	11.44243584	7.110	SR 408	75008000	6/20/2017
75S094	CR 530	Bridge	NB	NB Boggy Creek at J Lawson	75	0	0.000	SR 417	75000000	7/20/2017
75S167	SR 408	Cantilever	EB	SR 50 at SR 408	75		0.000	SR 408	75008160	FDOT
75S168	SR 408	Cantilever	WB	SR 50 on-ramp to WB 408	75		0.000	SR 408	75008160	FDOT
75S265	SR 417	Cantilever	NB	at Exit to SR-408 WB	75	16.41406502	6.471	SR 417	75300000	6/14/2016
75S266	SR 417	Cantilever	WB	Univ Blvd WB at SR-417	75	16.70499072	10.380	SR 417	75300000	6/14/2016
75S281	SR 417	Bridge	SB	SB at SR-50 Exit	75	13.74379776	8.540	SR 417	75300000	6/14/2016
75S282	SR 417	Cantilever	SB	just North of SR-50	75	14.14813376	8.790	SR 417	75300000	6/14/2016
75S287	SR 417	Cantilever	EB	Univ Blvd at SR-417	75	16.68889728	10.370	SR 417	75300000	6/14/2016
75S323	SR 417	Bridge	-	North of SR-423	75	6.61440384	4.110	SR 417	75301000	7/12/2016
75S324	SR 417	Bridge	-	South of US-441	75	7.11330048	4.420	SR 417	75301000	7/12/2016
75S326	SR 417	Bridge	-	South of Landstar Blvd	75	11.08355213	6.887	SR 417	75301000	7/12/2016
75S327	SR 417	Cantilever	NB	0.3 mi S of Landstar	75	11.41829568	7.095	SR 417	75301000	7/11/2016
75S333	SR 417	Cantilever	NB	at Narcoossee Road	75	24.40409242	15.164	SR 417	75301000	8/18/2016
75S334	SR 417	Bridge	NB	NB 0.5 mi South of SR-528	75	29.98046938	18.629	SR 417	75301000	8/18/2016
75S335	SR 417	Bridge	NB	NB on Exit Ramp SR-528	75	30.4166016	18.900	SR 417	75301000	8/18/2016
75S336	SR 417	Cantilever	SB	at Exit to Narcoossee Rd	75	25.28270424	15.710	SR 417	75301000	8/18/2016
75S343	SR 417	Cantilever	SB	0.5mi North of US-441	75	8.4892808	5.275	SR 417	75301000	7/11/2016
75S345	SR 417	Cantilever	SB	at US-441	75	7.90187904	4.910	SR 417	75301000	8/18/2016
75S346	SR 417	Bridge	-	NB/SB at Ramp to CR-423	75	6.06722568	3.770	SR 417	75301000	8/19/2016
75S349	SR 417	Cantilever	SB	0.4 mi south of CR 423	75	1.31161536	0.815	SR 417	75301000	8/19/2016
75S379	SR 408	Bridge	EB	West of Rio Grande Av	75	6.56812352	4.080	SR 408	75008000	2/23/2017
75S387	SR 408	Bridge	EB	Rouse Road	75	4.700803824	2.921	SR 408	75008160	10/3/2017
75S402	SR 528	Bridge	EB	EB entrance to SR 528 EB	75	12.6333504	7.850	SR 528	75002000	11/22/2017
75S409	SR 528	Bridge	-	SR-528 0.75mi W of 436	75	14.80757414	9.201	SR 528	75002000	11/28/2017
75S427	SR 528	Cantilever	WB	2 mi East of SR-417	75	29.370528	18.250	SR 528	75002000	11/20/2017
75S429	SR 528	Cantilever	EB	1 mi. West of SR-520	75	47.475648	29.500	SR 528	75002000	11/20/2017
75S430	SR 528	Cantilever	EB	0.5 mi West of SR-520	75	47.9584512	29.800	SR 528	75002000	11/20/2017
75S431	SR 528	Cantilever	EB	at SR-520 Exit	75	48.6021888	30.200	SR 528	75002000	11/20/2017
75S461	CR 423	Cantilever	NB	at exit to NB 417	75	2.86463232	1.780	SR 417	75515000	12/15/2016
75S462	CR 423	Cantilever	SB	at exit to SB 417	75	3.23478144	2.010	SR 417	75515000	12/15/2016

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OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	County	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
758464	SR 408	Cantilever	EB	West of SR-527 (Orange Ave)	75	8.70655104	5.410	SR 408	75008000	6/14/2017
758471	SR 408	Cantilever	EB	at Hiawassee Road	75	6.310237824	3.921	SR 408	75008170	2/8/2018
758472	SR 408	Cantilever	SB	Hiawassee at SR-408	75	6.42128256	3.990	SR 408	75008170	2/8/2018
758473	SR 408	Cantilever	NB	Hiawassee Rd at SR-408	75	6.437376	4.000	SR 408	75008170	2/8/2018
758479	SR 408	Bridge	-	0.1 mi East of Tampa Rd	75	6.303800448	3.917	SR 408	75008000	9/19/2017
758488	SR 429	Bridge	SB	on Exit Ramp to SR-50	75	48.34469376	30.040	SR 429	75320000	7/29/2016
758491	SR 429	Cantilever	NB	0.18 mile south of Plant ST	75	49.0302743	30.466	SR 429	75320000	7/26/2016
758492	SR 429	Cantilever	SB	0.2 mi N of Story Rd.	75	49.084992	30.500	SR 429	75320000	7/29/2016
758493	SR 429	Cantilever	NB	at Plant Street Exit	75	49.24109837	30.597	SR 429	75320000	7/26/2016
758494	SR 429	Cantilever	NB	at Plant Street Exit	75	49.6130775	30.766	SR 429	75320000	7/26/2016
758495	SR 429	Bridge	SB	0.5mi North of SR-50	75	49.78505664	30.935	SR 429	75320000	10/3/2017
758496	CR 438	Cantilever	EB	CR 438 at SR 429	75	12.20538816	7.640	SR 429	75320000	6/13/2016
758497	SR 429	Bridge	SB	1mi North of SR-50	75	50.52213619	31.393	SR 429	75320000	7/28/2016
758498	SR 429	Cantilever	SB	at Plant Street Exit	75	50.93251891	31.648	SR 429	75320000	7/29/2016
758499	SR 429	Bridge	SB	5mi North of Plant St	75	51.7404096	32.150	SR 429	75320000	7/28/2016
758500	SR 429	Cantilever	NB	1 mi S of West Rd.	75	52.10573069	32.377	SR 429	75320000	7/28/2016
758501	SR 429	Cantilever	SB	1mi North of SR-438	75	52.54186291	32.648	SR 429	75320000	7/29/2016
758502	SR 429	Cantilever	NB	0.5mi South of West Rd	75	49.69171469	30.877	SR 429	75320000	7/28/2016
758504	SR 429	Cantilever	NB	at Exit to West Rd	75	53.711856	33.376	SR 429	75320000	7/28/2016
758505	SR 429	Bridge	NB	at West Rd.	75	53.98705382	33.546	SR 429	75320000	7/28/2016
758506	SR 429	Bridge/DMS	-	Just North of West Road	75	54.79172582	34.046	SR 429	75320000	7/28/2016
758507	SR 429	Cantilever	SB	0.5mi North of West Rd	75	55.37752704	34.410	SR 429	75320000	7/29/2016
758508	SR 429	Bridge/DMS	NB	NB Just South of Toll Pla	75	55.80805389	34.552	SR 429	75320000	7/28/2016
758509	SR 429	Cantilever	NB	at Forrest Lk Toll Plaza	75	55.82492467	34.688	SR 429	75320000	7/29/2016
758510	SR 429	Cantilever	SB	at Forrest Lk Toll Plaza	75	56.23691874	34.944	SR 429	75320000	7/29/2016
758517	SR 429	Cantilever	NB	1.0 mi S of US-441	75	62.22528576	38.665	SR 429	75320000	7/26/2016
758518	SR 429	Cantilever	NB	0.5 mi S of US-441	75	63.20054922	39.271	SR 429	75320000	7/26/2016
758537	SR 408	Cantilever		On Ramp from I-4 EB	75	8.000040024	4.971	SR 408	75008000	6/14/2017
758539	SR 408	Cantilever	WB	Just West of I-4	75	8.204436712	5.098	SR 408	75008000	7/20/2017
758540	SR 408	Cantilever	EB	Off-ramp to Orange Ave	75	9.1732608	5.700	SR 408	75008000	6/20/2017
758561	SR 408	Bridge	-	West of Rouse Road	75	5.014716904	3.116	SR 408	75008160	7/19/2017
758563	SR 408	Cantilever	WB	West Kehoe Dr	75	5.840309376	3.629	SR 408	75008160	7/19/2017
758564	SR 408	Cantilever	EB	West of Alafaya Trail	75	5.948136424	3.696	SR 408	75008160	7/19/2017
758565	SR 408	Cantilever	WB	West of Alafaya Tr	75	6.789822336	4.219	SR 408	75008160	7/19/2017
758566	SR 408	Cantilever	SB	Alafaya Trail SB at SR408	75	7.131003264	4.431	SR 408	75008160	7/19/2017
758567	SR 408	Bridge	EB	1mi West of SR50 (Woodbury)	75	7.143878016	4.439	SR 408	75008160	7/19/2017
758572	SR 408	Monotube	-	On Exit Ramp to SR-50/Clark Rd	75	1.11044736	0.690	SR 408	75008180	12/13/2017
758578	SR 417	Bridge	-	North of SR-528	75	0.191511936	0.119	SR 417	75300000	3/14/2018
758580	SR 528	Bridge	EB	Exit Ramp to SR-417	75	23.87783693	14.837	SR 528	75301003	3/14/2018
758581	SR 528	Cantilever	EB	West of SR-417	75	22.6772663	14.091	SR 528	75002000	3/14/2018
758582	SR 528	Cantilever	EB	at Exit Ramp to SR-417	75	23.10052378	14.354	SR 528	75002000	3/14/2018
758593	SR 429	Bridge	SB	on Ramp from CR-535	75	42.6671488	26.450	SR 429	75320000	12/13/2016
758594	SR 429	Bridge	NB	on Ramp from CR-535	75	42.80050368	26.595	SR 429	75320000	12/13/2016
758595	SR 429	Cantilever	SB	on CR-535 off Ramp	75	43.51666176	27.040	SR 429	75320000	12/13/2016
758596	SR 429	Cantilever	SB	1/2mi North of CR-535	75	44.36352064	27.566	SR 429	75320000	12/13/2016
758597	SR 429	Bridge	-	1mi North of CR-535	75	44.94897792	27.930	SR 429	75320000	12/13/2016
758598	SR 429	Bridge	NB	1/2mi South of FL Tpk	75	45.59271552	28.330	SR 429	75320000	12/13/2016
758599	SR 429	Cantilever	NB	1/2mi South of SR-50	75	46.73534976	29.040	SR 429	75320000	12/13/2016
758600	SR 429	Cantilever	NB	at SR-50 Exit	75	47.54002176	29.540	SR 429	75320000	12/13/2016
758601	SR 429	Cantilever	NB	just South of SR-50	75	47.7075168	29.700	SR 429	75320000	12/13/2016
758602	SR 429	Bridge	NB	off Ramp to SR-50	75	47.94579712	29.730	SR 429	75320000	12/13/2016
758603	SR 528	Cantilever	EB	East of SR-436	75	16.79672333	10.437	SR 528	75002000	2/16/2017
758604	SR 528	Bridge	-	West of Goldenrod Road	75	18.01821542	11.196	SR 528	75002000	2/16/2017
758606	SR 528	Bridge	EB	Ramp to Goldenrod Rd	75	18.38353651	11.423	SR 528	75002000	2/16/2017
758607	SR 528	Bridge	WB	Ramp to Goldenrod Rd	75	18.97738445	11.792	SR 528	75002000	2/16/2017
758608	SR 528	Cantilever	WB	at Goldenrod Rd Exit	75	19.60275725	12.367	SR 528	75002000	2/16/2017
758611	SR 551	Bridge	N/S	SR 551 at Cargo Rd	75	0	0.000	SR 528	75200001	2/16/2017
758612	SR 551	Cantilever	NB	at SR-528	75	0	0.000	SR 551	75200001	2/16/2017
758613	SR 551	Cantilever	SB	North of SR-528	75	0	0.000	SR 551	75200001	2/16/2017
758614	SR 551	Cantilever	NB	North of SR-528	75	0	0.000	SR 551	75200001	2/16/2017
758616	SR 551	Cantilever	SB	at Exit to SR-528 WB	75	0	0.000	SR 551	75200001	2/15/2017

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OOCEA Signs on Toll Roads 04/28/11

Sign #	Facility	Structure Type	Dir	Location	County	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
75S616	SR 551	Cantilever	SB	North of SR-528	75	0	0.000	SR 551	75200001	2/15/2017
75S617	SR 551	Cantilever	SB	North of Toll Plaza	75	0	0.000	SR 551	75200001	2/15/2017
75S619	SR 417	Bridge	-	North of SR-50	75	13.32536832	8.280	SR 417	75300000	3/28/2017
75S620	SR 417	Cantilever	NB	1mi S of Univ. Blvd at Traverthon	75	14.27005325	8.867	SR 417	75300000	6/20/2017
75S621	SR 417	Bridge	-	South of Econ Trail	75	146.1123418	90.760	SR 417	75300000	3/28/2017
75S622	SR 417	Bridge	-	North of Econ Trail	75	14.97333658	9.304	SR 417	75300000	3/28/2017
75S623	SR 417	Cantilever	NB	South of Toll Plaza	75	15.17611392	9.430	SR 417	75300000	3/28/2017
75S624	SR 417	Cantilever	NB	at Toll Plaza	75	15.35796079	9.543	SR 417	75300000	4/18/2017
75S625	SR 417	Cantilever	SB	North of UniversityToll Plaza	75	15.62361155	9.708	SR 417	75300000	3/29/2017
75S626	SR 417	Cantilever	NB	South of University at plaza	75	15.6303983	9.716	SR 417	75300000	3/29/2017
75S627	SR 417	Bridge	-	North of Toll Plaza	75	15.80053039	9.819	SR 417	75300000	4/18/2017
75S628	SR 417	Bridge	-	South of University Blvd	75	16.08217459	9.993	SR 417	75300000	4/18/2017
75S629	SR 417	Cantilever	NB	at University Blvd	75	16.31874816	10.140	SR 417	75300000	3/29/2017
75S630	SR 417	Cantilever	NB	at University Blvd	75	16.53440026	10.274	SR 417	75300000	3/29/2017
75S631	SR 417	Cantilever	NB	Ramp to WB Univ Blvd	75	16.76833267	10.439	SR 417	75300000	4/18/2017
75S632	SR 417	Bridge	-	1mi South of SR-426	75	17.03007821	10.582	SR 417	75300000	4/18/2017
75S633	SR 417	Cantilever	SB	at Ramp to Univ. Blvd.	75	17.34711808	10.779	SR 417	75300000	6/20/2017
75S634	SR 417	Cantilever	NB	South of Aloma Ave	75	18.23386752	11.330	SR 417	75300000	3/29/2017
75S635	SR 417	Cantilever	SB	North of Univ. Blvd.	75	17.99407526	11.181	SR 417	75300000	6/20/2017
75S636	SR 417	Bridge	NB	Ramp to Univ Blvd	75	16.57046189	10.302	SR 417	75300000	3/29/2017
75S661	SR 528	Bridge	WB	Ramp to NB 417	75	24.92712022	15.489	SR 417	75002000	9/19/2016
75S676	SR 417	Bridge	N/S	SR 417 south at Lee Vista	75	2.04386688	1.270	SR 417	75300000	8/30/2017
75S677	SR 417	Bridge	N/S	SR 417 north of Lee Vista	75	2.728228736	1.694	SR 417	75300000	8/30/2017
75S678	SR 417	Bridge	-	South of Curry Ford	75	3.0577536	1.900	SR 417	75300000	8/30/2017
75S679	SR 417	Cantilever	NB	SR 417 at Curry Ford Plaza	75	3.209031936	1.994	SR 417	75300000	9/27/2017
75S680	SR 417	Bridge	-	North of Curry Ford	75	3.744943488	2.327	SR 417	75300000	9/28/2017
75S681	SR 417	Bridge	-	3/4 mile south Of Curry Ford	75	4.061084256	2.524	SR 417	75300000	9/29/2017
75S682	SR 417	Bridge	NB	SR 417 north of Curry Ford Plaza	75	4.543178112	2.823	SR 417	75300000	9/29/2017
75S683	SR 417	Butterfly	NB	on-ramp from Curry Ford Rd	75	6.080101632	3.778	SR 417	75300000	8/29/2017
75S684	SR 417	Butterfly	SB	off-ramp to Curry Ford Rd	75	6.142866048	3.817	SR 417	75300000	8/29/2017
75S685	SR 417	Butterfly	NB	Ramp from University at plaza	75	17.0332969	10.584	SR 417	75300000	8/29/2017
75S686	SR 417	Butterfly	SB	Ramp to University at plaza	75	16.93095424	10.526	SR 417	75300000	8/29/2017
75S687	SR 417	Cantilever	SB	SR 417 to Curry Ford Plaza	75	3.51641664	2.185	SR 417	75300000	9/28/2017
75S688	SR 417	Cantilever	SB	SR 417 south of Curry Ford Rd	75	4.80389184	2.985	SR 417	75300000	9/28/2017
75S689	SR 408	Bridge	-	East of Econlochatchee Tr	75	2.468733696	1.534	SR 408	75008160	9/19/2017
75S690	SR 408	Bridge	-	East of Dean Rd	75	3.346926176	2.079	SR 408	75008160	9/19/2017
75S691	SR 408	Cantilever	WB	at Dean Rd exit ramp	75	3.509879264	2.181	SR 408	75008160	9/20/2017
75S692	SR 408	Bridge	-	West of Dean plaza	75	3.793229808	2.357	SR 408	75008160	9/19/2017
75S693	SR 408	Cantilever	WB	at Dean plaza	75	3.817363008	2.372	SR 408	75008160	9/20/2017
75S694	SR 408	Cantilever	WB	at Dean plaza	75	4.242230784	2.636	SR 408	75008160	9/20/2017
75S695	SR 408	Bridge	-	East of Dean plaza	75	4.448617472	2.763	SR 408	75008160	9/19/2017
75S696	SR 408	Bridge	WB	Rouse Rd	75	5.236805376	3.254	SR 408	75008160	9/19/2017
75S697	SR 408	Cantilever	WB	west of Kehoe Dr	75	5.532924672	3.438	SR 408	75008160	9/19/2017
75S698	SR 408	Bridge	-	East of Alafaya Trail	75	6.21206784	3.860	SR 408	75008160	9/19/2017
75S699	SR 408	Cantilever	EB	at Alafaya Trail	75	6.657856128	4.137	SR 408	75008160	9/20/2017
75S701	SR 429	Cantilever	NB	SR 429 1 mi south of New Ind Pky	75	33.31503014	20.701	SR 429	75320000	10/3/2017
75S702	SR 429	Cantilever	NB	SR 429 north of Old YMCA Rd	75	34.29063654	21.301	SR 429	75320000	10/3/2017
75S703	SR 408	Cantilever	EB	at SR 441	75	6.805915776	4.229	SR 408	75008000	10/3/2017
75S704	SR 408	Bridge	-	Just east of SR 441 (OBT)	75	7.374014208	4.582	SR 408	75008000	9/19/2017
75S705	SR 408	Bridge/DMS	-	East of Westmoreland	75	7.58805696	4.715	SR 408	75008000	9/19/2017
75S706	SR 408	Cantilever	EB	at Parramore Ave	75	7.794052992	4.843	SR 408	75008000	9/19/2017
75S707	SR 408	Cantilever	EB	ramp to EB I-4	75	7.924409856	4.924	SR 408	75008000	10/3/2017
75S708	SR 408	Cantilever	WB	at Parramore Ave	75	7.930847232	4.928	SR 408	75008000	9/19/2017
75S709	SR 408	Cantilever	EB	at I-4 Connector	75	8.13523392	5.055	SR 408	75008000	12/13/2017
75S710	SR 408	Bridge	-	West of SR 441	75	6.98455296	4.340	SR 408	75008000	9/19/2017
75S713	SR 429	Cantilever	NB	SR 429 at Toll Plaza	75	38.4633216	23.900	SR 429	75320000	4/20/2018
75S714	SR 429	Cantilever	NB	SR 429 at New Indep. Pkwy	75	38.9461248	24.200	SR 429	75320000	4/20/2018
75S715	SR 429	Cantilever	NB	SR 429 south of CR 535	75	40.6773376	25.400	SR 429	75320000	4/20/2018
75S716	SR 429	Cantilever	NB	SR 429 at exit to CR 535	75	41.842944	26.000	SR 429	75320000	4/20/2018
75S717	SR 429	Cantilever	WB	CR 535 at SR 429	75	42.55105536	26.440	SR 429	75320000	4/20/2016
75S718	SR 429	Cantilever	EB	CR 535 at SR 429	75	42.55105536	26.440	SR 429	75320000	4/20/2018

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Sign #	Facility	Structure Type	Dir	Location	County	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
75S719	SR 429	Cantilever	NB	SR 429 at New Indep. Pkwy	75	35.0936992	21.800	SR 429	75320000	4/21/2018
75S720	SR 429	Cantilever	SB	SR 429 at New Indep. Pkwy	75	24.7839878	15.400	SR 429	75320000	4/20/2018
75S721	SR 429	Cantilever	WB	New Indep. Pkwy at SB 429	75	24.14016	15.000	SR 429	75320000	4/21/2018
75S722	SR 429	Cantilever	WB	New Indep. Pkwy at 429	75	24.14016	15.000	SR 429	75320000	4/21/2018
75S723	SR 429	Cantilever	EB	New Ind at SR 429 NB on-ramp	75	24.14016	15.000	SR 429	75320000	4/21/2018
75S724	SR 429	Cantilever	EB	New Ind SR 429 SB on-ramp	75	24.14016	15.000	SR 429	75320000	4/20/2018
75S725	SR 429	Cantilever	NB	SR 429 north of CR 535	75	42.0885504	26.000	SR 429	75320000	4/20/2018
75S726	SR 429	Bridge	NB	SR 429 5.8 mi south of Tpk	75	26.3932416	16.400	SR 429	75320000	4/21/2018
75S727	SR 429	Bridge	NB	SR 429 north of Conserv II	75	25.6840368	15.950	SR 429	75320000	4/21/2018
75S728	SR 429	Bridge	NB	SR 429 before toll plaza	75	26.8760448	16.700	SR 429	75320000	6/24/2016
75S729	SR 429	Bridge	SB	SR 429 north of New Ind. Plaza	75	39.2679936	24.400	SR 429	75320000	6/24/2016
75S730	SR 429	Bridge	SB	SR 429 at Tiny Rd	75	39.5998624	24.600	SR 429	75320000	6/24/2016
75S731	SR 429	Bridge	SB	SR 429 at Stoneybrook Pkwy	75	40.2336	25.000	SR 429	75320000	6/24/2016
75S732	SR 408	Bridge	EB	1 mi west of toll plaza	75	2.917740672	1.813	SR 408	75008170	7/13/2016
75S733	SR 408	Cantilever	WB	0.25 mi west of Good Homes	75	3.078675072	1.913	SR 408	75008170	4/28/2017
75S734	SR 408	Bridge	-	0.1 mi east of Good Homes Rd	75	3.700442400	2.350	SR 408	75008170	7/15/2016
75S737	SR 408	Bridge/DMS	EB	Just west of Hiawassee toll plaza	75	4.422477312	2.748	SR 408	75008170	7/13/2016
75S738	SR 408	Cantilever	EB	Just west of Hiawassee toll plaza	75	4.605942528	2.862	SR 408	75008170	7/13/2016
75S739	SR 408	Cantilever	EB	at Hiawassee plaza	75	4.757220864	2.956	SR 408	75008170	7/13/2016
75S740	SR 408	Cantilever	WB	at toll plaza	75	4.890790416	3.039	SR 408	75008170	7/13/2016
75S741	SR 408	Cantilever	WB	at Hiawassee plaza	75	5.577986304	3.466	SR 408	75008170	7/13/2016
75S742	SR 408	Bridge/DMS	WB	1/4 mi east of Hia Plaza	75	5.257726848	3.267	SR 408	75008170	7/14/2016
75S743	SR 408	Cantilever	EB	at Dorscher Rd	75	5.577986304	3.466	SR 408	75008170	7/13/2016
75S744	SR 408	Bridge/DMS	WB	Dorscher Rd	75	5.695468416	3.539	SR 408	75008170	7/14/2016
75S745	SR 408	Cantilever	EB	at Hiawassee Rd exit	75	5.787201024	3.596	SR 408	75008170	7/13/2016
75S746	SR 408	Cantilever	WB	1.25 mi east of Gd Homes Rd	75	6.202411776	3.854	SR 408	75008170	7/13/2016
75S747	SR 408	Bridge	WB	Hiawassee Rd	75	6.508577792	4.043	SR 408	75008170	7/14/2016
75S748	SR 408	Cantilever	WB	at SR 50/Clark Rd Exit	75	2.76807168	1.720	SR 408	75008170	9/19/2016
75S751	SR 408	Cantilever	SB	Good Homes Rd at SR 408	75	3.550212864	2.206	SR 408	75008170	2/9/2017
75S752	SR 408	Cantilever	EB	1/2 mile west of Good Homes	75	2.648980224	1.646	SR 408	75008170	2/9/2017
75S753	SR 408	Cantilever	EB	0.3 mile west of Good Homes	75	3.120518016	1.939	SR 408	75008170	2/9/2017
75S754	SR 408	Butterfly	WB	ramp from Good Homes	75	3.447214848	2.142	SR 408	75008170	2/9/2017
75S755	SR 408	Cantilever	EB	at Good Homes	75	3.503541888	2.177	SR 408	75008170	2/9/2017
75S756	SR 408	Butterfly	EB	ramp to Good Homes	75	3.570913064	2.281	SR 408	75008170	2/9/2017
75S757	SR 408	Cantilever	NB	Good Homes at SR 408	75	3.57274368	2.220	SR 408	75008170	2/9/2017
75S758	SR 408	Cantilever	WB	3/4 mi east of Turnpike	75	2.61057864	1.550	SR 408	75008170	7/14/2016
75S773	SR 408	Cantilever	EB	1/2 mile west of SR 423(JYP)	75	4.132795392	2.568	SR 408	75008000	4/28/2017
75S774	SR 408	Cantilever	WB	at Old Winter Garder Rd	75	4.21848128	2.620	SR 408	75008000	4/19/2017
75S775	SR 408	Bridge/DMS	-	East of Ferguson Dr	75	4.5061632	2.800	SR 408	75008000	4/28/2017
75S776	SR 408	Bridge	-	John Young Pkwy	75	5.080699008	3.157	SR 408	75008000	4/19/2017
75S777	SR 408	Cantilever	WB	at John Joung Pkwy exit	75	5.56028352	3.455	SR 408	75008000	2/10/2017
75S778	SR 408	Cantilever	EB	west of Tampa Ave	75	5.671328256	3.524	SR 408	75008000	4/28/2017
75S779	SR 408	Cantilever	WB	0.4 mile east of SR 423 (JYP)	75	5.848356096	3.634	SR 408	75008000	2/23/2017
75S780	SR 408	Cantilever	EB	at Tampa Ave	75	5.960056896	3.700	SR 408	75008000	4/28/2017
75S781	SR 408	Cantilever	WB	at Pine Hills Toll Plaza	75	2.936105472	1.838	SR 408	75008000	2/10/2017
75S782	SR 408	Cantilever	EB	west of Old Winter Garden Rd	75	2.92900809	1.820	SR 408	75008000	2/10/2017
75S783	SR 408	Cantilever	EB	at Pine Hills Toll Plaza	75	2.216066688	1.377	SR 408	75008000	4/19/2017
75S785	SR 408	Cantilever	EB	EB 1/2 mi west of Kirkman Rd	75	7.423903872	4.613	SR 408	75008170	4/27/2017
75S786	SR 408	Cantilever	WB	WB at Kirkman Rd exit	75	1.100791296	0.684	SR 408	75008000	4/19/2017
75S787	SR 408	Cantilever	EB	at SR 423 exit (JYP)	75	4.83607872	3.005	SR 408	75008000	4/28/2017
75S788	SR 408	Cantilever	EB	1/2 mi west of Kirkman Rd	75	6.747979392	4.193	SR 408	75008170	4/27/2017
75S789	SR 408	Cantilever	WB	at Hiawassee Rd exit	75	7.034442624	4.371	SR 408	75008170	4/28/2018
75S790	SR 408	Bridge/DMS	EB	Powers Dr	75	7.174455552	4.458	SR 408	75008170	4/27/2017
75S791	SR 408	Bridge/DMS	-	West of Kirkman Rd	75	7.731288576	4.804	SR 408	75008170	4/27/2017
75S792	SR 408	Bridge	-	East of Kirkman Rd	75	0.825593472	0.513	SR 408	75008000	4/27/2017
75S793	SR 408	Bridge	-	West of Pine Hills Rd	75	1.588813184	0.986	SR 408	75008000	4/27/2017
75S794	SR 408	Bridge/DMS	-	East of Pine Hills Rd near plaza	75	2.071226728	1.287	SR 408	75008000	4/27/2017
75S795	SR 408	Cantilever	WB	west of Pines Hills Toll Plaza	75	2.2530816	1.400	SR 408	75008000	2/10/2017
75S796	SR 408	Cantilever	WB	west of Pines Hills Toll Plaza	75	2.30040864	1.435	SR 408	75008000	2/10/2017
75S797	SR 408	Cantilever	WB	at Pine Hills Toll Plaza	75	2.563684992	1.593	SR 408	75008000	2/10/2017
75S798	SR 408	Bridge/DMS	WB	Pine Hills Toll Plaza	75	2.763243648	1.717	SR 408	75008000	2/13/2017

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Sign #	Facility	Structure Type	Dir	Location	County	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
75S799	SR 408	Bridge/DMS	-	East of Old Winter Garden Rd	75	3.172017024	1.971	SR 408	75008000	2/13/2017
75S800	SR 408	Bridge	-	East of Mercy Dr	75	3.5405568	2.200	SR 408	75008000	4/28/2017
75S801	SR 408	Bridge	EB	east of I-4 Viaduct	75	9.34224192	5.805	SR 408	75008000	5/31/2017
75S802	SR 408	Cantilever	EB	between Anderson and Mills	75	9.625486464	5.981	SR 408	75008000	5/24/2017
75S803	SR 408	Cantilever	EB	east of Summerlin	75	10.0181664	6.225	SR 408	75008000	6/21/2017
75S804	SR 408	Cantilever	WB	between Mills and Summerlin	75	10.02621312	6.230	SR 408	75008000	5/24/2017
75S805	SR 408	Cantilever	WB	off-ramp to Rosalind Ave	75	10.17105408	6.320	SR 408	75008000	5/23/2017
75S806	SR 408	Cantilever	EB	east of Summerlin	75	10.18714752	6.330	SR 408	75008000	6/21/2017
75S807	SR 408	Cantilever	WB	between Bumby and Mills	75	10.36417536	6.440	SR 408	75008000	5/24/2017
75S808	SR 408	Bridge/DMS	-	East of Mills	75	10.41245568	6.470	SR 408	75008000	5/23/2017
75S809	SR 408	Cantilever	WB	between Bumby and Mills	75	10.6216704	6.600	SR 408	75008000	5/24/2017
75S810	SR 408	Cantilever	WB	at Mills off-ramp	75	10.76651136	6.690	SR 408	75008000	5/31/2017
75S811	SR 408	Cantilever	EB	east of Mills	75	10.77455808	6.695	SR 408	75008000	5/23/2017
75S812	SR 408	Cantilever	EB	at Bumby exit	75	10.98787936	6.815	SR 408	75008000	5/23/2017
75S813	SR 408	Cantilever	WB	between Bumby and Mills	75	11.08838016	6.890	SR 408	75008000	5/24/2017
75S814	SR 408	Bridge/DMS	WB	just west of Bumby	75	11.47462272	7.130	SR 408	75008000	5/24/2017
75S815	SR 408	Cantilever	WB	between Primrose and Bumby	75	11.63555712	7.230	SR 408	75008000	5/24/2017
75S816	SR 408	Cantilever	WB	between Crystal Lk and Primrose	75	12.03789312	7.480	SR 408	75008000	5/24/2017
75S817	SR 417	Monotube	SB	SR 417 at International Dr	75	0	0.000	SR 417	75301000	9/25/2017
75S818	SR 417	Cantilever	NB	0.6 mile south of John Young	75	4.39350912	2.730	SR 417	75301000	9/25/2017
75S819	SR 417	Cantilever	NB	at Exit to John Young Pkwy	75	5.40739584	3.360	SR 417	75301000	9/25/2017
75S820	SR 417	Cantilever	NB	1.0 mile south of OBT	75	5.58442368	3.470	SR 417	75301000	9/25/2017
75S821	SR 417	Bridge	-	0.5 mile north of John Young Pkwy	75	7.58001024	4.710	SR 417	75301000	9/25/2017
75S822	SR 417	Cantilever	SB	1/2 mile north of John Young	75	9.22154112	5.730	SR 417	75301000	9/25/2017
75S823	SR 417	Cantilever	NB	1 mile south of Landstar Blvd	75	9.31810176	5.790	SR 417	75301000	9/25/2017
75S824	SR 417	Cantilever	SB	1 mile north of OBT	75	9.78481152	6.080	SR 417	75301000	9/25/2017
75S825	SR 417	Cantilever	SB	Landstar at SR 417	75	11.7482112	7.300	SR 417	75301000	9/25/2017
75S826	SR 417	Cantilever	NB	Landstar at SR 417	75	11.75142080	7.302	SR 417	75301000	9/25/2017
75S827	SR 417	Cantilever	SB	at exit to Landstar Blvd	75	12.34366848	7.670	SR 417	75301000	9/25/2017
75S828	SR 417	Cantilever	NB	Boggy Creek Rd at SR 417	75	17.42436749	10.827	SR 417	75301000	9/25/2017
75S832	SR 417	Cantilever	NB	1.0 mile south of Narcoossee	75	22.80440448	14.170	SR 417	75301000	9/27/2017
75S833	SR 417	Cantilever	NB	1/2 mile south of Narcoossee	75	23.54470272	14.630	SR 417	75301000	9/27/2017
75S834	SR 417	Cantilever	SB	Narcoossee Rd at SR 417	75	24.99833101	15.532	SR 417	75301000	9/27/2017
75S835	SR 417	Cantilever	NB	Narcoossee Rd at SR 417	75	24.81608448	15.420	SR 417	75301000	9/27/2017
75S836	SR 417	Cantilever	NB	1.0 mile south of SR 528	75	28.42101504	17.660	SR 417	75301000	9/27/2017
75S837	SR 417	Cantilever	NB	1/2 mile south of SR 528	75	29.49927552	18.330	SR 417	75301000	9/27/2017
75S838	SR 528	Cantilever	WB	1.5 mi east of SR-417	75	27.47150208	17.070	SR 528	75002000	9/16/2017
75S840	SR 417	Cantilever	EB	Curry Ford at SR-417	75	5.6741056	3.650	C.Ford	75300000	9/27/2017
75S841	SR 417	Cantilever	WB	Curry Ford at SR 417	75	5.92236592	3.680	C.Ford	75300000	9/27/2017
75S842	SR 417	Cantilever	NB	417 just north of Curry Ford Rd	75	6.08332032	3.780	SR 417	75301000	9/27/2017
75S844	SR 417	Cantilever	SB	417 1/2 mi north of Curry Ford Rd	75	7.33960864	4.560	SR 417	75301000	9/28/2017
75S845	SR 417	Cantilever	SB	417 1 mile north of Curry Ford Rd	75	8.07890688	5.020	SR 417	75301000	9/28/2017
75S847	SR 50	Cantilever	WB	0.1 mile east of SR 417	75	13.05339916	8.111	SR 50	75300000	10/3/2017
75S848	SR 408	Cantilever	EB	off-ramp to OBT	75	7.03283328	4.370	SR 408	75300000	9/20/2017
75S849	SR 408	Cantilever	WB	off-ramp to OBT	75	7.11330048	4.420	SR 408	75008000	9/20/2017
75S854	SR 417	Bridge/DMS	-	0.2 mi north of SR 535	75	0.28968192	0.180	SR 417	75301000	9/25/2017
75S855	SR 417	Bridge/DMS	-	1.7 mi south of JYP	75	3.00947328	1.870	SR 417	75301000	8/23/2016
75S856	SR 417	Bridge/DMS	-	1.2 mi north of Landstar Blvd	75	13.5989568	8.450	SR 417	75301000	8/19/2016
75S857	SR 417	Bridge/DMS	-	1.1 mi north of Boggy Creek Rd	75	19.10291328	11.870	SR 417	75301000	8/19/2016
75S858	SR 417	Bridge/DMS	-	1 mile south of Narcoossee Rd	75	23.48032896	14.590	SR 417	75301000	8/19/2016
75S859	SR 417	Bridge/DMS	-	1.2 mi north of SR 528	75	0.98169984	0.610	SR 417	75300000	8/19/2016
75S860	SR 417	Bridge/DMS	-	1 mile north of Curry Ford Rd	75	7.59610368	4.720	SR 417	75300000	8/19/2016
75S861	SR 417	Bridge/DMS	SB	SR 417 0.9 mi north of SR 50	75	14.43581568	8.970	SR 417	75300000	8/19/2016
75S862	SR 417	Bridge/DMS	-	1.1 mi north of University	75	18.44308224	11.460	SR 417	75300000	9/19/2016
75S864	SR 528	Bridge/DMS	-	0.5 mi east of SR 15	75	21.58130304	13.410	SR 528	75002000	9/19/2016
75S865	SR 528	Bridge/DMS	-	0.5 mi west of Dallas Blvd	75	36.58038912	22.730	SR 528	75002000	8/18/2016
75S866	SR 528	Bridge/DMS	-	0.8 mi east of SR 520	75	48.8291063	30.341	SR 528	75002000	8/18/2016
75S868	SR 408	Bridge/DMS	-	0.5 mi west of Alafaya Trail	75	6.40518912	3.980	SR 408	75008160	8/19/2016
75S869	SR 429	Bridge/DMS	-	1.0 mi south of US 441	75	62.65176192	38.930	SR 429	75320000	9/20/2016
75S870	SR 429	Bridge/DMS	-	.75 mi north of SR 438	75	50.72652288	31.520	SR 429	75320000	9/16/2017
75S871	SR 429	Bridge/DMS	-	1.7 mi south of Fl Turnpike	75	44.64884192	27.680	SR 429	75320000	9/20/2016

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Sign #	Facility	Structure Type	Dir	Location	County	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
75S872	SR 429	Bridge/DMS	-	0.6 mi North of Seidel Rd	75	30.22348032	18.780	SR 429	75320000	9/20/2016
75S873	SR 408	Bridge/DMS	EB	SR 50 ramp to SR 408 EB	75	2.418844032	1.503	SR 408	75008170	9/19/2016
75S874	SR 408	Bridge/DMS	-	At Old Winter Garden Rd	75	2.3335488	1.450	SR 408	75008170	9/19/2016
75S875	SR 528	Bridge/DMS	-	0.2 mi west of Goldenrod Rd	75	18.33042816	11.390	SR 528	75002000	8/18/2016
75S890	SR 417	Cantilever	SB	exit to International Dr	75	0.04828032	0.030	SR 417	75301000	10/20/2016
75S891	SR 417	Bridge	-	3 miles south of John Young Pkwy	75	0.7242048	0.450	SR 417	75301000	2/14/2017
75S892	SR 417	Bridge	-	2 miles south of John Young Pkwy	75	0.7242048	0.450	SR 417	75301000	2/14/2017
75S893	SR 417	Bridge	NB	at John Young Plaza	75	1.48059648	0.920	SR 417	75301000	10/20/2016
75S894	SR 417	Cantilever	NB	at John Young Plaza	75	1.64153088	1.020	SR 417	75301000	10/21/2016
75S895	SR 417	Cantilever	SB	at John Young Plaza	75	2.18870784	1.360	SR 417	75301000	10/20/2016
75S896	SR 417	Bridge	SB	at John Young Plaza	75	2.34904224	1.460	SR 417	75301000	10/20/2016
75S897	SR 417	Bridge	SB	near Hunter Vista Blvd	75	2.62323072	1.630	SR 417	75301000	11/17/2016
75S898	SR 417	Bridge	N/S	1 mile south of SR 423	75	3.79805184	2.360	SR 417	75301000	11/17/2016
75S899	SR 417	Bridge	-	0.6 mile north of Landstar Rd	75	13.14834048	8.170	SR 417	75301000	11/17/2016
75S900	SR 417	Bridge	-	2 miles south of Boggy Creek Rd	75	13.93691904	8.660	SR 417	75301000	11/17/2016
75S901	SR 417	Bridge	-	1.7 mile south of Boggy Creek Rd	75	14.53237632	9.030	SR 417	75301000	11/17/2016
75S902	SR 417	Cantilever		1.6 mile south of Boggy Creek Rd	75	14.70940416	9.140	SR 417	75301000	11/17/2016
75S903	SR 417	Cantilever		1.6 mile south of Boggy Creek Rd	75	14.78987136	9.190	SR 417	75301000	11/17/2016
75S904	SR 417	Cantilever		1.4 mile south of Boggy Creek Rd	75	15.0473664	9.350	SR 417	75301000	11/17/2016
75S905	SR 417	Bridge	-	1.3 mile south of Boggy Creek Rd	75	15.19220736	9.440	SR 417	75301000	11/17/2016
75S908	SR 417	Bridge	-	At exit to Boggy Creek Rd	75	16.84983168	10.470	SR 417	75301000	10/20/2016
75S909	SR 528	Bridge/DMS	-	0.6 mi east of SR 417	75	25.1802336	15.650	SR 528	75002000	10/4/2017
75S910	SR 528	Bridge/DMS	-	0.9 mi east of SR 417	75	25.70122368	15.970	SR 528	75002000	10/4/2017
75S911	SR 528	Cantilever	EB	1.1 mi east of SR 417	75	26.06527936	16.190	SR 528	75002000	10/4/2017
75S912	SR 528	Cantilever	WB	1.4 mi east of SR 417	75	26.50560568	16.470	SR 528	75002000	10/4/2017
75S913	SR 528	Bridge/DMS	WB	1.6 mi east of SR 417	75	26.84386792	16.680	SR 528	75002000	10/4/2017
75S914	SR 528	Bridge/DMS	WB	1.9 mi east of SR 417	75	27.23010048	16.920	SR 528	75002000	10/3/2017
75S915	SR 528	Bridge	-	2.3 mi east of SR 417	75	27.88993152	17.330	SR 528	75002000	10/4/2017
75S916	SR 528	Bridge	EB	0.2 mi east of SR 417	75	24.87124352	15.330	SR 528	75002000	10/4/2017
75S917	SR 528	Cantilever	EB	0.6 mi west of SR 15	75	19.84321152	12.330	SR 528	75002000	10/4/2017
75S918	SR 528	Cantilever	EB	at exit to Narcoossee	75	20.34210816	12.640	SR 528	75002000	10/4/2017
75S919	SR 528	Cantilever	EB	at SR 15 (Narcoossee)	75	20.63179008	12.820	SR 528	75002000	10/4/2017
75S920	SR 528	Cantilever	WB	at SR 15 (Narcoossee)	75	20.64788352	12.830	SR 528	75002000	10/4/2017
75S921	SR 528	Cantilever	WB	at Narcoossee	75	21.13068672	13.130	SR 528	75002000	10/4/2017
75S922	SR 528	Cantilever	WB	at exit to Narcoossee	75	21.45255552	13.330	SR 528	75002000	10/4/2017
75S923	SR 528	Cantilever	WB	0.5 mi east of Goldenrod Rd	75	19.82711808	12.320	SR 528	75002000	10/4/2017
75S924	SR 414	Bridge	-	1.3 Mile east of SR 429	75	6.50174976	4.040	SR 414	75340000	6/22/2017
75S925	SR 414	Cantilever	EB	EB 1.4 mile east of SR 429	75	6.30962848	3.920	SR 414	75340000	1/30/2017
75S926	SR 414	Cantilever	WB	WB 1.5 mile east of SR 429	75	6.08332032	3.780	SR 414	75340000	6/22/2017
75S927	SR 414	Cantilever	WB	WB 1.6 mile east of SR 429	75	5.98675968	3.720	SR 414	75340000	1/31/2017
75S928	SR 414	Bridge/DMS	EB	EB east of Mainline plaza	75	5.76145152	3.580	SR 414	75340000	2/6/2017
75S929	SR 414	Bridge/DMS	-	1.8 mile east of SR 429	75	5.48786304	3.410	SR 414	75340000	2/6/2017
75S930	SR 414	Bridge	-	1 mile west of Hiawassee Rd	75	4.95677952	3.080	SR 414	75340000	2/6/2017
75S931	SR 414	Cantilever	WB	WB at exit to Keene Rd	75	4.61881728	2.870	SR 414	75340000	1/31/2017
75S932	SR 414	Cantilever	EB	EB 0.5 mile west of Hiawassee	75	4.2647616	2.650	SR 414	75340000	1/30/2017
75S933	SR 414	Cantilever	WB	WB 0.5 mile east of Keene Rd	75	3.73387808	2.320	SR 414	75340000	1/30/2017
75S934	SR 414	Cantilever	EB	EB at exit to Hiawassee Rd	75	0.7242048	0.450	SR 414	75340000	1/30/2017
75S935	SR 414	Cantilever	WB	WB 1.0 mile east of Keene Rd	75	2.9772864	1.850	SR 414	75340000	1/30/2017
75S936	SR 414	Cantilever	EB	EB 1.0 mile west of SR 441	75	2.2530816	1.400	SR 414	75340000	1/30/2017
75S937	SR 414	Cantilever	WB	WB at exit to Hiawassee Rd	75	2.22086472	1.380	SR 414	75340000	1/30/2017
75S939	SR 414	Bridge	-	0.5 mile east of ramp to SR 429	75	7.45126272	4.630	SR 414	75340000	1/30/2017
75S940	SR 414	Bridge	-	0.75 mile east of ramp to SR 429	75	7.0650D016	4.390	SR 414	75340000	6/22/2017
75S941	SR 429	Cantilever	SB	at exit to SR 414	75	61.52522112	38.230	SR 429	75320000	2/7/2017
75S942	SR 429	Cantilever	SB	0.5 mile north of SR 414	75	62.20770624	38.710	SR 429	75320000	2/7/2017
75S943	SR 429	Cantilever	SB	1.0 mile north of SR 414	75	63.16065856	39.240	SR 429	75320000	2/7/2017
75S944	SR 408	Cantilever	EB	0.1 mi east opf ConwayRd	75	13.74379776	8.540	SR 408	75008000	2/15/2017
75S945	SR 408	Bridge/DMS	-	0.3 mile east of Conway	75	14.0012928	8.700	SR 408	75008000	3/9/2017
75S946	SR 408	Bridge	-	Between Andes and Conway Toll	75	14.30706816	8.890	SR 408	75008000	3/8/2017
75S947	SR 408	Cantilever		0.1 mile west of Andes Ave	75	14.5645632	9.050	SR 408	75008000	2/15/2017
75S948	SR 408	Cantilever	EB	0.1 mile east of Andes Ave	75	14.54840976	9.040	SR 408	75008000	2/15/2017
75S949	SR 408	Bridge/DMS	WB	Andes Ave	75	14.77377792	9.180	SR 408	75008000	3/29/2017

Print Date: 7/6/2018

FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 04/28/11

Sign #	Facility	Structure Type	Dir	Location	County	Kmpost	MP	Featint	Lrsinvrt	Lastinsp
75S950	SR 408	Bridge	-	Between Andes and Mercado	75	15.01517052	9.330	SR 408	75008000	3/8/2017
75S951	SR 408	Bridge	-	Between Semoran and Yucatan	75	15.75547776	9.790	SR 408	75008000	3/27/2017
75S952	SR 408	Cantilever	WB	at Semoran exit	75	15.91641216	9.890	SR 408	75008000	3/8/2017
75S953	SR 408	Cantilever	EB	0.1 mile east of Yucatan	75	16.1739072	10.050	SR 408	75008000	3/8/2017
75S954	SR 408	Cantilever	EB	0.1 mile east of Oxlas	75	16.6567104	10.350	SR 408	75008000	3/9/2017
75S955	SR 408	Cantilever	WB	0.7 mile east of SR 436	75	16.67360384	10.360	SR 408	75008000	3/9/2017
75S956	SR 408	Bridge/DMS	-	0.6 mile west of SR 551	75	16.9785792	10.550	SR 408	75008000	3/8/2017
75S958	SR 408	Cantilever	WB	WB ramp SR 436 SB	75	15.57844992	9.680	SR 408	75008000	2/15/2017
75S959	SR 408	Butterfly	EB	off-ramp to Andes Ave	75	14.33925504	8.910	SR 408	75008000	3/8/2017
75S960	SR 408	Butterfly	WB	ramp to SR 436	75	15.90031872	9.880	SR 408	75008000	3/27/2017
75S961	SR 408	Butterfly	EB	on-ramp from Yucatan Dr	75	16.19000064	10.060	SR 408	75008000	3/27/2017
75S966	SR 414	Bridge	EB	Eon-ramp from Hiawassee Rd	75	2.62323072	1.630	SR 414	75340000	4/18/2017
75S967	SR 414	Bridge	WB	WB off-ramp from Hiawassee	75	2.59104384	1.610	SR 414	75340000	4/18/2017
75S968	SR 414	Bridge	WB	WB off-ramp to Keene Rd	75	4.87831232	3.030	SR 414	75340000	4/18/2017
75S969	SR 414	Bridge	EB	EB on-ramp from Keene Rd	75	4.89240576	3.040	SR 414	75340000	4/18/2017
75S970	SR 528	Cantilever	WB	on-ramp t SR 436	75	16.80155136	10.440	SR 528	75002043	5/23/2017
75S971	SR 528	Cantilever	EB	0.2 mile east of SR 436	75	17.02685952	10.580	SR 528	75002000	5/23/2017
75S972	SR 528	Cantilever	WB	exit to SR 436	75	17.09123328	10.620	SR 528	75002000	5/23/2017
75S973	SR 528	Cantilever	WB	exit to SR 436	75	17.25216768	10.720	SR 528	75002000	5/23/2017
75S974	SR 528	Bridge	EB	on-ramp to SR 436	75	16.30265472	10.130	SR 528	75002017	5/23/2017
75S975	SR 436	Bridge	NB	SR 436 at ramp to EB 528	75	16.54405632	10.280	SR 528	75002034	5/23/2017
75S976	SR 436	Cantilever	NB	at ramp to SR 528 WB	75	16.54405632	10.280	SR 528	75002036	5/23/2017
75S977	SR 436	Cantilever	SB	at ramp to SR 528 EB	75	16.47968256	10.240	SR 528	75002036	5/23/2017
75S978	SR 528	Cantilever	SB	at ramp to EB SR 528	75	16.47968256	10.240	SR 528	75002036	5/23/2017
75S979	SR 414	Bridge	-	EB/WB 1/2 mi west of SR 441	75	1.73809152	1.080	SR 414	75340000	6/28/2017
75S980	SR 414	Bridge	-	EB/WB 1/4 mi west of SR 441	75	1.09435392	0.680	SR 414	75340000	6/28/2017
75S981	SR 414	Cantilever	EB	EB at exit to SR 441	75	0.69201792	0.430	SR 414	75340000	6/23/2017
75S982	SR 414	Bridge	-	1 mile east of Hiawassee Rd	75	0.5632704	0.350	SR 414	75340000	6/23/2017
75S983	SR 414	Cantilever	WB	WB at exit to SR 441	75	0.04828032	0.030	SR 414	75340000	6/21/2017
75S984	SR 414	Bridge/DMS	-	1/4 mile east of SR 441	75	0.01609344	0.010	SR 414	75340000	6/21/2017
75S985	SR 414	Cantilever	NB	NB SR 441 at ramp to EB SR 414	75	10.83098512	6.730	SR 414	75340000	6/21/2017
75S986	SR 414	Cantilever	SB	SB SR 441 at ramp to EB SR 414	75	10.95963264	6.810	SR 414	75340000	6/21/2017
75S987	SR 414	Cantilever	SB	SB SR 441 at ramp to WB SR 414	75	11.1846400	6.950	SR 414	75340000	6/21/2017
75S988	SR 414	Cantilever	WB	WB SR 414 off-ramp SR 441	75	0.33796224	0.210	SR 414	75340000	6/21/2017
75S990	SR 417	Cantilever	NB	SR 417 at Narcoossee Rd	75	24.76999104	15.410	SR 417	75301000	11/21/2017
75S991	SR 417	Cantilever	NB	SR 418 0.2 mile S of Moss Pk Rd	75	26.10355968	16.220	SR 417	75301000	11/21/2017
75S992	SR 417	Cantilever	NB	SR 417 at exit to Moss Pk Rd	75	26.42542848	16.420	SR 417	75301000	11/21/2017
75S993	SR 417	Cantilever	SB	SR 417 0.5 mi N of Narcoossee	75	26.50580568	16.470	SR 417	75301000	11/21/2017
75S994	SR 417	Cantilever	SB	SR 417 1.25 mi N of Narcoossee	75	27.58606272	17.130	SR 417	75301000	11/21/2017
75S995	SR 417	Cantilever	SB	Sr 417 at exit to Moss Pk Rd	75	28.01667904	17.410	SR 417	75301000	11/21/2017
75S996	SR 417	Cantilever	SB	SR 417 0.5 mi N of Moss Pk Rd	75	28.50148224	17.710	SR 417	75301000	11/21/2017
75S997	SR 417	Cantilever	SB	0.75 mi N of Moss Pk Rd	75	29.26787392	18.180	SR 417	75301000	11/22/2017
75S998	SR 417	Cantilever	EB	Moss Pk at SR 417	75	27.26328736	16.940	SR 417	75301000	11/22/2017
75S999	SR 417	Cantilever	WB	Moss Pk at SR 417	75	27.23010048	16.920	SR 417	75301000	11/22/2017

	Signs
369	Cantilever
186	Bridge Truss
46	Bridge/DMS
25	Butterfly
2	Monotube
2	Cable
12	Tube truss
1	Mast Arm
643	Total signs

641	OOCEA Sign
2	FDOT Signs

HMLP Count	
ICP	0
528 at 417	0
417 at 528	0
436 at 528	18
520	10
Total	28

Print Date: 7/5/2018

EXHIBIT 3: FDOT CONTRACT NO. C-9V13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

Contract No.: C-9V13

FDOT Financial ID No.(s) 412456-1-72-08

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S. N/A
(required for contracts in excess of $5 million)

F.A.P. No. TBD

THIS AGREEMENT, made and entered into this 22nd day of June 2017 (This date to be entered by DOT only), by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department and Ayres Associates Inc (FEID No. 39-0965082) of 4322 S. Hopkins Avenue, Titusville, FL 32780 authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated **September, 2016** which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

N/A

are incorporated by reference and made a part of this Agreement.

1. SERVICES AND PERFORMANCE

A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
District Five Overhead Sign & High Mast Light Pole Inspections

B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.I of the **Standard Professional Services Terms**, will be 4322 S. Hopkins Avenue, Titusville, FL 32780.

2. TERM

A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 10 year term from the date of execution of this Agreement, whichever occurs first.

B. Check applicable terms

☒ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's Director or Designee which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within 48 months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment or Supplemental Agreement.

☐ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's _____ and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed $_____

☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

STANDARD PROFESSIONAL SERVICES AGREEMENT

3. INSURANCE

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is $250,000.00.

4. SUBCONTRACTS

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the **Standard Professional Services Agreement Terms**:

Kisinger Campo & Associates, Corp.; FIT Engineering LLC; Patel, Greene, and Associates, P.L.L.C.

5. COMPENSATION

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. MISCELLANEOUS

A. Reference in this Agreement to Director will mean the Director of Transportation Operations.

B. The services provided herein ☒ do ☐ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-37 : Exhibit "A", Scope of Services

Page B-1 through Page B-4 : Exhibit "B", Method of Compensation

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

AYRES ASSOCIATES INC
Name of Consultant

BY: DocuSigned by: Jayant Saxena
Authorized Signature

Jayant Saxena
(Print/Type)

Title: Vice-President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: DocuSigned by:
Authorized Signature

Alan E. Hyman, P.E.
(Print/Type)

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: DocuSigned by: Michelle Sloan
Professional Services Unit

LEGAL REVIEW: DocuSigned by:
General Counsel Office

DS

DocuSign Envelope ID: A60E0454-00D3-4569-BE7B-9D0BEBECDBCF

STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
September, 2016

1. SERVICES AND PERFORMANCE

A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.

B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department 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 will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.

D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department 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 Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department 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.

E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.

F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.

G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars ($1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be

considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. TERM:

A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department 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. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. COMPENSATION:

A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Consultant for lodging/hotel expenses in excess of $150.00 per day (excluding taxes and fees). The Consultant may expend their own funds to the extent the lodging/hotel expense exceeds $150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Consultant for lodging/hotel expenses in excess of $150.00 per day.

C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

D. Records of costs incurred will include 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 the Department for a proper audit of project costs.

E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.

F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.

J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND INSURANCE:

A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, 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 Consultant in the performance of the contract.

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

B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.

C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. COMPLIANCE WITH LAWS:

A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

B. Chapter 337.162 Florida Statutes applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.

(3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

D. The Consultant warrants that the Consultant 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 he 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 Department 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.

E. The Consultant shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant shall:

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, Florida Statutes, 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 Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the Department.

(4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant or keep and maintain public records required by the Department to perform the service. If the Consultant transfers all public records to the Department upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 5

386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 - Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

F. The Consultant agrees that it will 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 Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.

G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

H. 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 provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Department, if the Consultant knowingly employs unauthorized aliens.

J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

K. The Consultant agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at http://www.dot.state.fl.us/procurement/index.shtm, incorporated herein by reference and made a part of this Agreement.

L. The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:

(1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.

(2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

(3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.

B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department . The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.

C. For Contracts $1,000,000 and greater, if the Department determines the Consultant submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Consultant has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Consultant notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. This requirement is not applicable to federally funded contracts.

7. ASSIGNMENT AND SUBCONTRACTORS

A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.

B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North Suite 300
St Petersburg, Florida 33716

8. MISCELLANEOUS

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

B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

C. There are no understandings or agreements except as herein expressly stated.

D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

F. Consultant:

1. 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; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

G. The Department may grant the Consultant's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Consultant shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Consultant acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.

9. TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds: During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrations appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the Consultant under the contract until the Consultant complies and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

P. The Consultant hereby certifies that it has not:

(1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

(2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

(3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

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EXHIBIT "A"

SCOPE OF SERVICES

FOR

DISTRICT FIVE OVERHEAD SIGN
&
HIGH MAST LIGHT POLE INSPECTIONS

PROJECT MANAGER: Julia Blackwelder

DISTRICT STRUCTURES MAINTENANCE ENGINEER: Ed Kestory, P.E.

Stage III
Prepared by Julia Blackwelder
Date 12.7.16
Revised 5.18.17

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EXHIBIT "A"
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1.0 PROJECT OBJECTIVE

1.1 Overhead signs and HMLP's located within District 5 of the Florida Department of Transportation, hereinafter called the Department roadways are to be inspected in compliance with Federal and State regulations. For the purpose of this scope a structure is considered to be an overhead Sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and State of Florida Statue 335.074, Safety Inspection of Bridges. National Bridge Inspection Standard Code of Federal Regulations 23-Highways, Part 650, Subpart C; for the inspection of bridges will be applied to all overhead sign and HMLP structures.

2.0 GENERAL DESCRIPTION

2.1 The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the **(BrM-AASHTOWare Bridge Management)** format. The Department will provide software and access to the **BrM** network. The consultant is responsible on their own expense for procuring training in **BrM** for its employees. The Sign structures and HMLP's to be inspected are located on State maintained roadways within the limits of District 5. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every five years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.

2.2 The amount of signs and HMLP's under this contract is dynamic; therefore the contract quantities listed below are estimated.

2.2.1 Six hundred eighty six **(686)** Sign Structures and HMLP's will require routine inspections. It is estimated that two hundred fifty **(250)** Initial/Post Construction Sign/HMLP inspections will be performed and will require issuance of overhead Sign/HMLP numbers, since prior inspection of these newly constructed or newly inventoried

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Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned to the project and all signs numbers will be displayed on the plans and the plans imported into EDMS for review by the Project Manager at the time of the inspection report submittal. Any Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the BrM inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

2.2.2 Twenty five (**25**) interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical BrM Condition State Rating of 4 or greater will require an interim inspection.

2.3 The contract period shall be forty-eight (48) months and shall begin from the date of the written notice to proceed issued by the Department.

2.4 For the purpose of this agreement a structure is considered to be an overhead sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statutes.

2.5 All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering Bridge and Ancillary Highway Structures Inspection standards of practice:

National Bridge Inspection Standard Code of Federal Regulations 23 - Highways, Part 650, Subpart C;

State of Florida Statute 335.074, Safety Inspection of Bridges;

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Manual for Condition Evaluation of Bridges American Association of State Highway & Transportation Officials (AASHTO);

Bridge Inspector Training Manual 90 U.S. Department of Transportation/Federal Highway Administration; (USDOT /FHWA)

Inspection of Fracture Critical Bridge Members FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration;

Bridge & Other Structures Inspection & Reporting Procedures, Manual (FDOT) Revised 8/17/2016

Bridge Management System Coding Guide (FDOT) Revised 8/11/2016

Manual on Uniform Traffic Control Devices (USDOT /FHWA)
Accident Prevention Procedures Manual, State of Florida Department of Transportation;

State of Florida Roadway and Traffic Design Standards State of Florida Department of Transportation.

F.D.O.T. Standard Specifications for Road & Bridge Construction.

FDOT Bridge Inspection Field Guide National Bridge, Bridge Management and Agency Defined Elements 11/1/16

Guidelines for the Installation, Inspection, Inspection, Maintenance & repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signal U.S. Department of Transportation/Federal Highway Administration (USDOT/FHWA)

Any Subsequent revisions to the documents listed in 2.5 after the Notice to Proceed shall be evaluated by the Department and the consultant for impact on this Scope of Services.

3.0 PERSONNEL REQUIREMENTS

3.1 A qualified individual must be at the overhead sign site or HMLP site to supervise inspection activities at all times. To be qualified, an individual must have completed the following FHWA-NHI 130055

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Safety Inspection of In-Service Bridges. Be registered as a Professional Engineer in Florida and experienced in the inspection of bridges (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F. A. C.

3.2 An organizational chart shall be submitted to the Department for approval. The organization chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the Department's Project Manager for approval. The notification must be in writing within seven (7) calendar days of the change.

3.3 Each final inspection report shall be sealed in accordance with Section 471.025, Florida Statute; by the Professional Engineer, who confirms the accuracy and completeness of all the report contents. The individual signing and sealing reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.

3.4 Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

3.5 Subcontracting firms and the work they will perform shall be identified in the Technical proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by the Department.

4.0 WORK ITEMS

4.1 FIELD INSPECTIONS

4.1.1 Field inspections must be conducted in accordance with the publications listed in Section 2.5 of this document. The Professional Engineer or Certified Bridge Inspector on site shall be responsible for

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the detection of all deficiencies and the determination, recording of the structure's condition which must include the personal hands on inspection of all significant deficiencies. The Professional Engineer or Certified Bridge Inspector is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity. During the course of routine inspections any signs or HMLP's found not previously in the inventory and or without a reference number should be reported to the Project Manager immediately.

4.1.2 Every visible surface of all members of each Sign Structure or HMLP must be examined. HMLP's can be inspected with the use of Unmanned Aircraft System, Unmanned Aerial Vehicle, drone or similar system. However, with "**The use** of any Unmanned Aircraft System, Unmanned Aerial Vehicle, drone, or similar system you must comply with federal, state, and local laws and regulations.

"Members that cannot be examined because of debris, vegetation, etc., shall be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than one hour for the inspection team to perform. The Department Project Manager shall be consulted to verify the condition or to schedule for the Maintenance Yard to perform the work and reschedule the inspection. Overhead Sign Structure members or HMLP's elements that cannot be inspected prior to report publication due to debris, vegetation, dirt, etc., must be documented in the report as such with the reason for not completing the inspection.

4.1.3 Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded in English units. Element Condition states should be specified in the element inspection notes with the deficiency described.

4.1.4 The Consultant shall not permit any inspector to perform consecutive routine inspections on the same sign structure. If this occurs, the Consultant shall repeat the inspection using another inspector at no additional charge to the Department.

4.1.5 If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial traffic restrictions, the

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Department's Project Manager or designated representative must be verbally notified immediately (in person, no voicemail). Verbal notification must be confirmed with written notification within **24** hours.

4.1.6 Inspection of the base plate to pole welded connection will be performed on all the HMLP & WSHMLP. Inspection of both the *exterior and interior* weld is required. A borescope is recommended but alternatives may be used upon approval. Be specific when documenting the percent of section loss, give actual measurement when possible.

4.1.7 Mark area of deficiency with orange paint or ribbon. (Limit use of paint in highly visible areas.)

4.1.8 If there is a bolt deficiency, provide bolt diameter and bolt length.

4.1.9 Color photographs and sketches should be used to illustrate one typical example of a severe and/or common deficiency. When deficiencies are severe enough to warrant immediate repair, one photograph illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential features of a deficiency shall be emphasized, by marking arrows or dimensions directly on the photograph. The captions for all photographs shall include a description of the photograph and the date the photograph was taken.

4.2 INSPECTION REPORTS

4.2.1 The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT. Each report will be generated in **BRM** and stored in EDMS and contain all documentation specified by this agreement.

4.2.2 Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within seven (7) calendar days on the reports that do not conform to the

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specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department with an original of each report. A hard copy of the photo inventory, and any other inspection documents will be submitted with the report. After final acceptance all inspection documents and photo inventory will be submitted into EDMS and published, then payment will be rendered.

4.2.3 The **BRM** element notes shall provide a comprehensive description of all Sign Structures and HMLP deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action performed since the last inspection. This serves two purposes; the most effective repair can only be determined if the source of the deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.

4.2.4 The Consultant will identify all "California" overhead sign structures within the element inspection notes.

4.2.5 In addition to the information required by **BRM**, all reports shall contain, if needed, an addendum section, which will include the following:

A. All element notes which cannot be written in the report due to space limitations.

B. The consultant will provide new location maps for all structures. The location maps shall provide sufficient detail to allow a person not familiar with the area to find the structure. One printed copy showing the location of the structure will be included with each inspection report.

B. Sign Panel and Deficiency Location Photograph

All additional addendum information will be stored as an addendum in the Media Section of **BrM**.

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4.2.6 Standoff distance measurements are to be noted in the foundation section of the report.

4.2.7 PHOTOGRAPHIC INVENTORY

4.2.7.1 A minimum of four (4) inventory photos are required for each structure. All photos must be in color with a date stamp. Photo Inventory will include a photo of the front of the sign, back of the sign, foundation and the Sign Structure number.

The Consultant will be responsible to take a new photographic inventory for all initial inspections or whenever the structure is altered, and at a minimum every 10 years and it will also be entered into the Multimedia in **BrM** and EDMS.

4.3 COMPREHENSIVE INVENTORY DATABASE RECORDS (CIDR)

4.3.1 The Department must maintain a computer file referred to as the CIDR file, which contains data items pertaining to a structures identity, condition and description. It is of utmost importance that the CIDR data be accurate and complete.

4.3.2 When records are added to the computer file a report is generated for each structure and is referred to as CIDR sheets. The CIDR sheets must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

4.3.3 Each Sign Structure report must contain a CIDR section sealed in accordance with Section 471.025, F. S., by the Professional Engineer, which confirms its accuracy and completeness. The CIDR section must follow the inspection report.

4.3.4 STRUCTURE'S TO BE UPDATED ON STRAIGHT LINE DIAGRAM'S

4.3.5 The Department will supply the Consultant with a CD with all straight-line diagrams for each structure to be located on. The Consultant will update the straight-line diagram as changes occur to show the addition of new structures or deletions of old structures and to correct errors found on the map. Two hard copies (11 x 17)

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shall be delivered by the Consultant at the end of the contract. An updated disk will be returned to the Department as directed by the Department Project Manager.

4.4 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

4.4.1 The Consultant, at their own cost must maintain an active VPN connection which will be used to access **BRM** and import electronic documents into the Department's Electronic Document Management System (EDMS)

The Consultant shall provide personnel proficient in the use of computers to input Structures Inspection Documents into the Department's EDMS. This will require familiarity with the Structures Management EDMS. Document guidelines for the EDMS are posted on the Infonet. Duties will include printing the inspection report to a PDF file and then attributing (assigning information specific to the document), importing directly into EDMS folder) and retrieving documents that are to be archived electronically in the Department's EDMS. Documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in **BrM** will be downloaded **BrM** using the print to PDF command. This effort should be included into the cost of scheduled inspections. Document names will follow the D5 Structure Maintenance Naming Conventions & Attribution Document.

The Department's EDMS system is Hummingbird Document Management Software (DM). The consultant must purchase a single named user Hummingbird license for each vendor site (physical location). This license must be purchased directly from Hummingbird. Instructions for purchasing the license(s) can be found on the department internet site:

4.5 WORK ORDERS

4.5.1 The consultant will be responsible for insuring that corrective action is requested through a work order. To accomplish this it will be

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necessary to review the inspection reports & the District Five Policies and decide if corrective action is warranted for each deficiency reported. A Feasible Action Review Committee F.A.R.C. will be established containing no less than three management level engineers. The committee will meet on a weekly basis to review the week's inspection reports, and will present its findings to a representative of the Department for final approval. Work orders will be submitted with the final inspection reports. A copy of the Work orders will be generated through the Reports Applet, Work003-Work Order Maintenance (Wom Report). Upon approval a work order for each of the selected deficiencies generated in the **BRM** system will be uploaded into the MMS system.

4.6 DISTRICT FIVE POLICY

D5 has its own policy for inspecting and reporting specific items of the structure. D5 reserves the right to modify and add to the list shown below at any time. The Consultant will have to Comply with the current policy and or any changes that will happen in the future.

Structures Inspection

District Five Policy

Implementation Date	Structure Type	Topic	Policy
2/29/2012	Signs & TSMA	Moment Connection Gaps	For connection with two horizontal plates, most truss type bearing connections, as long as bolts are tight no work order is needed no matter what the gap measures. Continue to measure and note in report. For connection with two vertical plates, most mast arm type moment connections, continue to ask for work order or repair recommendation to eliminate gaps >1/8". If gaps are 1/8" or less and the bolts are tight, no work order is required.
3/1/2012	All	Stand-off distances	For truss/bridge type structures, do not issue a work order for stand-off distances within 2 anchor bolt diameters. If the stand-off distance exceeds 2 bolt diameters, issue a work order for a FARC reivew. For all other structures, if the stand-off distance exceeds one anchor bolt diameter by one inch, issue a work order for a FARC review.
3/1/2012	All	Grout pads/rings	If a grout pad is solid, has no cracking or corrosion bleed out; do not remove grout pad. Remove a grout pad/ring that has any of the following characteristics: hollow sounding, cracking, corrosion bleed out, efflorescence, standing water, missing column cap, holes in column, clogged weep hole, no weep hole or spalling. If the grout pad if too difficult to remove (refer to scope of contract), issue a work order or repair recommendation to remove grout pad.
3/1/2012	All	Missing anchor bolt jam nuts	If there is no jam nut on the anchor bolt and there is room for a full height jam nut issue a work order or repair recommendation to install a full height jam nut. If there is no jam nut on the anchor bolt and there isn't room to install a full height jam nut but there is room for a half height jam nut issue a work order or repair recommendation to install a half height jam nut. If there is no jam nut on the anchor bolt and there isn't room for a half height jam nut issue a work order or repair recommendation to replace the nut with a locking nut.

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4.7 MAINTENANCE ITEMS TO BE HANDLED DURING INSPECTIONS

The Certified Bridge Inspector will be responsible to perform the following maintenance activities as part of the inspection.

Painting of Structural Components with Cold Galvanizing: The inspectors will clean and paint only primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign). Cold Galvanizing will be supplied by FDOT.

Loose Anchor Bolt Nuts: The inspectors with a pipe wrench and "cheater bar" will tighten loose anchor bolt nuts and jam nuts.

Missing Anchor Bolt Nuts: The required size will be measured and documented in the element inspection notes in the report.

Loose High Strength Bolts: Loose high strength bolts (at the moment connectors, box section connectors, and primary element connections) will be tightened to the extent possible by the inspector, but will not be tightened to a specified torque value. This information will be documented in the element inspection notes in the report.

Missing High Strength Bolts and Nuts: The inspectors will **not** replace missing high strength bolts and nuts, but the inspector will obtain the required size of the missing fasteners to be documented in the element inspection notes in the report.

Missing and Loose Sign Panel and Sign Backing Connection Bolts: The inspector will tighten loose sign panel and sign backing bolts. Inspector will replace all missing sign fasteners if accessible and not an excessive effort.

Grout Pads or rings: See District Five Policies on page 12 of the scope.

4.9 QUALITY CONTROL

5.0 GENERAL

The consultant shall institute quality assurance procedures, which shall be provided in written form to the Department for review and approval before the notice to proceed, is executed. Quality

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assurance procedures are an integral part of this contract and are not a separate pay item.

5.1 The Department may perform additional quality assurance by inspecting Sign Structures and HMLP's that have been previously inspected by the Consultant and reviewing the inspection records for conformity with the Department's findings.

5.2 QUALITY REVIEWS

5.2.1 The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.

5.2.2 The Quality Assurance Program shall also have a second peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consulting firm.

5.3 QUALITY RECORDS

5.3.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be kept at the primary office site for review if need be.

5.4 QUALITY ASSURANCE (QA) PLAN

5.4.1 The Consultant shall include a Quality Assurance Plan in the proposal. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instructions to his organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Consultant's Quality Assurance Plan. Significant changes to the work requirements may require the Consultant to revise his Quality

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Assurance Plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

5.4.1.a **Organization** - A description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.

5.4.1.b **Quality Reviews** - The Consultant's quality assurance methods used to monitor and assure compliance of their organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.

5.4.1.c **Quality Records** - The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.

5.4.1.d **Quality of Subcontractors and Vendors** - The methods used by the Consultant to control the quality of his subcontractors and vendors shall be detailed in the Quality Assurance Plan.

5.4.1.e **Quality Assurance Certification** - An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the overhead sign and HMLP reports have been prepared and checked in accordance with the Department's specifications for this contract.

5.4.1. f The Department may hold short (1/2 day) training sessions for all inspection personnel biannually, informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.

5.5 QUALITY REVIEWS BY THE DEPARTMENT

5.5.1 The Department may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be

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notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

5.5.2 Quality reviews shall evaluate the adequacy of materials, documentation process, procedures, training, guidance, and staffing included in the execution of this contract.

5.5.3 Any subcontractors or vendors may be included as part of the quality review.

6.0 REQUIRED MATERIALS

6.1 GENERAL (TO BE PROVIDED BY THE DEPARTMENT)

6.1.1 District 5 Straight Line Diagrams

6.1.2 BRM software and a means to access the Departments BRM database.

6.1.3 Examples of prior Inspection Reports if requested by the consultant.

6.1.4 Self-adhesive node numbers

6.1.5 EDMS Naming Conventions and Attributions Guidelines

6.2 MANUALS (TO BE OBTAINED BY THE CONSULTANT)

Manuals listed in this document may be purchased from the vendors listed below:

6.2.1 FDOT Manuals
Florida Department of Transportation
Maps and Publications Phone (850) 414-4050
On-Line http://www.dot.state.fl.us/mapsandpublications/
Haydon Burns Building-605 Suwannee Street,
Tallahassee, FL 32399-0450

6.2.2 AASHTO Publications
American Association of State Highway and
Transportation Officials
Online www.transportation.org

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444 N. Capitol Street, NW, Suite 249
Washington, D.C. 20001 USA
Phone 1-800-231-3475

6.2.3 FHWA Manuals
U.S. Government Printing Office
Washington, D.C. 20402

7.0 WORK SCHEDULE AND PROGRESS REPORTS

7.1 MATERIALS TO BE FUNISHED AFTER NOTICE TO PROCEED

7.1.1 The Consultant will provide the Department with its final written quality control procedure, a proposed work schedule and organizational chart.

7.2 WORK SCHEDULE

7.2.1 A proposed work schedule shall be submitted to the Department for approval. This schedule shall show how the Consultant anticipates the work will progress from day to day to completion of agreement. The work schedule shall be established in a manner that will insure that all inspections to overhead Sign Structures and HMLP's will not be delinquent.

7.2.2 At the Department's option, a cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to the Department's Project Manager.

7.2.3 Work that falls behind schedule must be reported to the Department's Project Manager on a Daily basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.

7.2.4 The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the overhead Sign Structures and HMLP inspections shall be included with the Consultant's proposal. The list

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of major equipment shall indicate if the Consultant owns the equipment, and if not, his plans for obtaining the equipment.

7.3 PROGRESS REPORTS.

7.3.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task.

7.3.2 The Consultant shall meet with the Department on an as needed basis as deemed necessary by the Department Project Manager.

7.3.3 The Department Project Manager will make judgment on whether work of sufficient quantity has been accomplished by comparing the actual work accomplished against the approved proposed work schedule.

8.0 MISCELLANEOUS

8.1 LEGAL PROCEEDINGS

8.1.1 The Consultant shall serve as an expert witness in any legal proceedings if required by the Department. The fee for these services shall be established if, and when, they are needed.

8.2 ERRORS AND/OR OMISSIONS

8.2.1 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and /or omissions and (approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.3 CONTRADICTIONS

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8.3.1 In the event of a contradiction between the provisions of Exhibit "A" and the Consultant's technical proposal, the provisions of Exhibit "A" shall apply.

9.0 LIST OF SIGN STRUCTURES (SEE PAGES 19-36)

CONSENT AGENDA ITEM
#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 20, 2019

SUBJECT: Approval of Contract Award for SR 528, SR 429, SR 451 and SR 414 Landscape Maintenance Service to Groundtek of Central Florida, Inc.
Contract No. 001567

Request for Proposals (RFP) from qualified firms to provide Landscape Maintenance Service for SR 528, SR 429, SR 451 and SR 414 was advertised on June 16, 2019. Responses were received from five (5) firms by the deadline. Those firms were Arazoza Brothers Corp., Commercial Companies, Inc, Groundtek of Central Florida, LLC, LaFleur Nurseries & Garden Center, LLC and SSS Down to Earth OPCO II, LLC.

The Evaluation Committee met on August 19, 2019 to score the technical proposals. The combined scores for the technical proposals and fee proposals as submitted by each firm were calculated and the result is shown below:

Ranking	Firm	Total Points
1	Groundtek of Central Florida., Inc.	93.58
2	LaFleur Nurseries & Garden Center, LLC	93.50
3	Commercial Companies, Inc.	91.48
4	Arazoza Brothers Corp.	65.96
5	SSS Down to Earth OPCO II, LLC	65.00

Board award of the contract to Groundtek of Central Florida, Inc. in the amount of $3,999,822.00 for a three (3) year term with two one-year renewals is requested.

This contract is budgeted in the OM&A Budget.

Reviewed by:
Don Budnovich, PE
Director of Maintenance

RFP-001567 Evaluation Committee Meeting August 19, 2019 Minutes

Evaluation Committee for **SR 528, SR 429, SR 451 and SR 414 Landscape Maintenance Services; RFP-001567** held a duly noticed meeting on Monday, August 19, 2019, commencing at 9:00 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:
Don Budnovich, Director of Maintenance
Chris Bloodwell, Landscape Architect
Matthew Bryant, Landscape Maintenance Inspector
Will Hawthorne, Director of Engineering

Other Attendees:
Aneth Williams, CFX Director of Procurement
Jose Romero, Groundtek of Central Florida
Charles Proffitt, Groundtek of Central Florida
Matt Lewis, CFX

Discussion and Motions:
Aneth commenced the meeting with introductions, collection of the committee members disclosure forms, and explained that today's meeting was to evaluate the proposers, open the price proposals, finalize the evaluation, and make a recommendation to be presented to the Board.

Evaluation Portion:
The committee members individually scored the technical proposals and submitted them for tallying. The score for the technical proposals is as shown:

Proposer	Total Raw Points	Average Points
Arazoza Brothers Corp	132	33.00
Commercial Companies, Inc.	158	39.50
Groundtek of Central Florida, LLC	159	39.75
LaFleur Nurseries & Garden Center, LLC	134	33.50
SSS Down to Earth OPCO II LLC	144	36.00

Pricing
Upon completion of the evaluation of the technical portion, Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

Proposer	Total Price	Points
Arazoza Brothers Corp	$6,533,826.82	32.96
Commercial Companies, Inc.	$4,142,250.00	51.98
Groundtek of Central Florida, LLC	$3,999,822.00	53.83
LaFleur Nurseries & Garden Center, LLC	$3,588,745.00	60
SSS Down to Earth OPCO II LLC	$7,425,861.00	28.99

Total Points and Rankings

Proposer	Tech. Points	Pricing Points	Total Points	Ranking
Arazoza Brothers Corp	33.00	32.96	65.96	4
Commercial Companies, Inc.	39.50	51.98	91.48	3
Groundtek of Central Florida, LLC	39.75	53.83	93.58	1
LaFleur Nurseries & Garden Center, LLC	33.50	33.50	93.50	2
SSS Down to Earth OPCO II LLC	36.00	36.00	65.00	5

The Committee members agreed that the highest ranked firm would be recommended to the Board for award.

There being no further business to come before the Committee, the meeting was adjourned at 9:42 a.m. These minutes are the official minutes of scoring the technical proposals, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Monday, August 19, 2019.

Submitted by: _____

Aneth Williams, CFX Director of Procurement

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

_____

Don Budnovich, Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

SR 528, SR 429, SR 451 and SR 414 Landscape Maintenance Services, Contract No. 001567

	Arazoza Brothers		SS Down to Earth		Commercial Companies		Groundtek of Central Florida		LaFleur Nurseries & Garden Center	
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
Don Budnovich	38		35		40		40		34	
Chris Bloodwell	25		37		40		40		28	
Matthew Bryan	35		33		38		40		34	
[illegible]										
Will Hawthorne	34		39		40		39		40	
TOTAL	132		144		158		159		134	
AVG. TECH. POINTS	33.00		36.00		39.50		39.75		33.50	

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Arazoza Brothers	$ 6,533,826.82	32.96
SS Down to Earth	$ 7,425,861.00	28.99659716
Commercial Companies	$ 4,142,250.00	51.96254572
Groundtex of Central Florida	$ 3,999,822.00	53.83357059
LaFleur Nurseries & Garden Center	$3,588,745.00	60

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Arazoza Brothers	33.00	32.96	65.96	4
SS Down to Earth	36.00	29.00	65.00	5
Commercial Companies	39.50	51.98	91.48	3
Groundtek of Central Florida	39.75	53.83	93.58	1
LaFleur Nurseries & Garden Center	33.50	60.00	93.50	2

Committee Members:

8/19/2019

8/19/2019

8/19/2019

8/19/2019

8/19/2019

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GROUNDTEK OF CENTRAL FLORIDA, LLC

SR 528, SR 429, SR 451, AND SR 414
LANDSCAPE MAINTENANCE

CONTRACT NO. 001567

CONTRACT DATE: OCTOBER 10, 2019
CONTRACT AMOUNT: $3,999,822.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND, AND FORMS

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, SPECIFICATIONS, TECHNICAL PROPOSAL, PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND, AND FORMS

SR 528, SR 429, SR 451, AND SR 414
LANDSCAPE MAINTENANCE

CONTRACT NO. 001567

OCTOBER 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT

This Contract No. 001567 (the "Contract"), made this 10th day of October 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Groundtek of Central Florida, LLC, of 858 Maguire Road, Ocoee, FL. 34761, 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 landscape maintenance services on SR 528, SR 429, SR 451, AND SR 414, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three (3) years from the date of the Notice to Proceed from CFX with two (2) one-year renewals. The Contract Amount is $3,999,822.00. This Contract was awarded by the Governing Board of CFX at its meeting on October 10, 2019.

In order of Precedence, the Contract Documents consist of:

1. The Contract,
2. The Addenda (if any), modifying the Scope of Services, Method of Compensation, Exhibits or other Contract Documents,
3. The Scope of Services and Attachments,
4. The Method of Compensation, and
5. The Price 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: _____

GROUNDTEK OF CENTRAL FLORIDA, LLC

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO:	All Planholders of Record
FROM	Aneth Williams, Director of Procurement
DATE:	July 25, 2019
SUBJECT:	SR 528, SR 429, SR 451, and SR 414 Landscape Maintenance; RFP No. 001567 - Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original proposal documents dated June 2018, as noted below. Acknowledge receipt of this Addendum in the space provided on page PSR-14 of the Proposal Submittal Requirements. Failure to do so may subject the bidder to disqualification. This Addendum consists of 2 pages and the following attachments: Revised pages PSR-9, PSR-10, SS-5, AND SS-25.

CHANGES TO THE PROPOSAL SUBMITTAL REQUIREMENTS

1. **Delete** page PSR-9 in its entirety and **replace** with the revised PSR-9 page attached hereto. Page PSR-9 has been revised by adding the text that is underlined and deleting the text that has been stricken out.

2. **Delete** page PSR-10 in its entirety and **replace** with the revised PSR-10 page attached hereto. Page PSR-10 has been revised by adding the text that is underlined and deleting the text that has been stricken out.

CHANGES TO THE SCOPE OF SERVICES

3. **Delete** page SS-5 in its entirety and **replace** with the revised SS-5 page attached hereto. Page SS-5 has been revised by adding the text that is underlined and deleting the text that has been stricken out.

4. **Delete** page SS-25 in its entirety and **replace** with the revised SS-25 page attached hereto. Page SS-25 has been revised by adding the text that is underlined and deleting the text that has been stricken out.

RESPONSES TO QUESTIONS RECEIVED

4. The following questions was received from a potential bidder of record. CFX's response follows the questions.

Q001: For the "3-week detailing cycles", when the calendar in the appendix has an "X" in a given week, do all of the activities need to be completed within that week, or is that just the start of the activities?

For example, in table on Attachment 1 Page 2, there is an "X" in December Week 1. Does that mean all work needs to be complete in December Week 1, or can the work be done over the first 3 weeks in December and then repeated the following 3 weeks and so on throughout the year.

Example Schedule:
Week 1 – Roadway A

Week 2 – Roadway B

Week 3 – Roadways C & D

Would that be acceptable?

I know that the median mowing contractors perform their activities over the course of multiple weeks just trying to understand if that is the case with this contract.

R: An "X" in the individual boxes of the "3-Week Detailing Cycle" of the "CFX Annual Landscape Maintenance Schedule" indicate when each detailing cycle is to begin (the first workday of the week identified). All Contract specified work for each detailing cycle is required to be completed during the 3-week period prior to the start of the next detailing cycle.

Q002: For the minimum manpower requirements of 24 employees, that just means we have to have those employees on staff to be deployed, they all don't have to be 100% dedicated to the project every workday correct?

For example, hot spot crews, mow crews, irrigation manager, spray manager, etc. would not be needed every day

R: All work required as per the Contract shall be performed on schedule as specified with sufficient manpower. The minimum manpower stated in the Scope of Services shall be provided.

Q003: What is the budget- either per year or in total?

R: The estimated contract value range for the 3-year term inclusive of the work order allowance is $4 million to $5 million.

Q004: Are there liquidated damages for this project?

R: Refer to the last paragraph of the Price Proposal Bond, page D-7 for liquidated damages.

END OF ADDENDUM NO. 1

3.0 PROPOSAL FORMAT

3.1 TECHNICAL PROPOSALS

Proposals shall address each of the sections described below and how the Proposer intends to achieve the desired performance levels. The required information shall be clear, concise and understandable. If examples of reports are submitted, the Proposer shall explain the area being reported on and how the report addresses those issues.

No cost information or prices shall be included in the Technical Proposal. Inclusion of cost information or prices in the Technical Proposal may be sufficient cause for rejection of the submittal. The Technical Proposal shall include the following sections:

A. Transmittal Letter

The transmittal letter shall not exceed three (3) pages and shall summarize key points of the response to the Request to Proposals. The transmittal shall be signed by an officer of the firm who is responsible for committing the firm's resources. The transmittal letter shall include the following:

1. Name of the firm.
2. Name and title of the individual with responsibility for this response to whom matters regarding the response should be directed.
3. Mailing address.
4. Telephone and e-mail address of firm's primary contact
5. Brief narrative of the firm's qualifications to provide ~~Insurance Brokering~~ Landscaping services to CFX.
6. If proposing with a qualified D/M/WBE firm, provide the name and address of the D/M/WBE firm together with the name and telephone number of the contact person. If the proposing firm is a qualified D/M/WBE, that should be indicated.

~~A copy of the Proposer's current license as insurance broker shall be included under the transmittal letter tab but will not be counted against the three (3) page limit.~~

B. Understanding and Approach

The Proposer shall demonstrate its understanding of the project objectives and shall discuss the means by which these objectives will be attained.

Based on historical data and its experience with previous landscape maintenance contracts, the Authority has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the

specifications, the following minimum manpower and support equipment/vehicles must be involved in various maintenance activities on the system on any given day. The Proposer shall submit a list of its current manpower and equipment that will be committed to the project. If less than the minimum requirements, the Proposer shall identify how the minimums will be achieved.

Minimum Manpower Requirements

Crew Designation	Min.#of Personnel
(2) 3-week Maintenance Crews - 5 person crew/roadway	10
(1) Hot Spot Crews - 5 person crew	5
(1) Mow Crew - 4 person crew	4
(1) Spray Crew - 2 person crew	2
(1) Project Manager	1
(1) Spray Manager	1
(1) Irrigation Manager	1
Total (minimum)	~~25~~ 24

Equipment Requirements (minimum)
1- Spray Trucks with sufficient capacity
2- Spray Gators
2 – Small Production Mowers
1 - Irrigation Equipment Truck
1 – 2,000 Gallon / Tank Water Truck
2- Maintenance/Mow Crew Trucks and Trailers
1 – Truck for Project Manager

If the Proposer intends to use subcontractors to meet any portion of the minimum requirements, the names, addresses and contact phone numbers of each subcontractor, and the services each will provide, shall be submitted under this Section.

C. Firm Experience and Ability of Staff

The Proposer shall have a minimum of five (5) years of continuous experience in roadway landscape maintenance in a size comparable to this project including all activities as described in the Scope of Services. To confirm this experience, the Proposer shall provide at least three references including the names of the client's contact person, telephone number, and physical address.

The Proposer shall be certified by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor. The certified individual shall be a fulltime employee on the Proposer's payroll at the time of proposal submittal. A copy of the current certification shall be submitted as part of this Section.

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The Contractor shall provide the minimum manpower and equipment according the following configurations/requirements:

Crew Designation	Min.#of Personnel
(2) 3-week Maintenance Crews - 5 person crew/roadway	10
(1) Hot Spot Crews - 5 person crew	5
(1) Mow Crew - 4 person crew	4
(1) Spray Crew - 2 person crew	2
(1) Project Manager	1
(1) Spray Manager	1
(1) Irrigation Manager	1
Total (minimum)	~~25~~ 24

Equipment Requirements (minimum)
1- Spray Trucks with sufficient capacity
2- Spray Gators
2 – Small Production Mowers
1 - Irrigation Equipment Truck
1 – 2,000 Gallon / Tank Water Truck
2- Maintenance/Mow Crew Trucks and Trailers
1 – Truck for Project Manager

The Contractor's Project Manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

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's 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. The granting or denying of consent under this provision is at the CFX's sole discretion.

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/sub-consultant to indemnify and hold harmless CFX on the same terms as contained herein 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.

Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph, or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

2.23 Certified Payrolls

Based on historical data and its experience with previous landscape maintenance contracts, the CFX has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of ~~twenty seven (27)~~ twenty four (24) individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. To assist CFX in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified

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Attachment #1 – Annual Maintenance Schedule
Attachment #2 – Turf Management Area Reference Maps
Attachment #3 – "No-Mow" Area Reference Maps

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1.0 PROJECT SCOPE

The work consists of providing all labor, materials, equipment and incidentals necessary to perform landscape maintenance (ornamental trees, shrubs, vines, groundcovers, and mulched areas) including but not limited to: groundcover, shrub, and tree pruning, fertilizer application, insect/disease control, grassy and broadleaf weed control, tree staking, watering, mulching, shrub and tree removal, and site clean-up including litter and debris removal at all CFX toll facilities and right of way locations along) S.R. 528 (Beach Line Expressway) including the S.R. 436 / S.R. 528 interchange (2,700 lf north and 3,000 lf south of S.R. 528 center line),the Goldenrod Road toll ramp, and the S.R. 417 / S.R. 528 interchange (3,000 lf north and 2,700 lf south S.R. 528 center line), S.R. 429 (Daniel Webster Western Beltway), S.R. 451, and S.R. 414 (Apopka and turf maintenance including but not limited to: mowing, edging, and trimming, fertilizer application, insect/disease control, grassy and broadleaf weed control, irrigation system maintenance and site clean-up including litter and debris removal and turf clippings removal from turf areas and adjacent paving areas, at all CFX main toll plazas located within the Contract scope and right of way locations identified in Attachment #2 – Turf Management Area Reference Maps.

The landscape improvements that are part of the following listed landscape construction project will not be maintained at Contract start up. These areas will be added to the Contract scope upon completion of the planting installation and establishment / warranty maintenance phases. Pricing for these and future scope additions shall be based on Contract bid unit costs and shall be paid for out of the Work Order / New Construction Allowance:

Landscape Construction Projects

Project No. 429-824 SR429 Wekiva Parkway SR441 – W. Kelly Park Rd
To be added to Contract scope 9/9/2020

Project No. 429-825 SR429 Wekiva Parkway Oak Lane – SR 46
To be added to Contract scope: 12/3/2020

Project No. 429-826 SR429 Wekiva Parkway Ondich Rd – Mount Plymouth Rd
To be added to Contract scope: 5/12/2021

Existing landscape improvements located within the limits of future roadway construction project listed below will be maintained at Contract start up and are included in the Contract bid totals. This area will be deducted from the Contract scope upon the start of the roadway construction project. (Anticipated Notice to Proceed, NTP shown below) Pricing for scope shall be based on Contract bid unit costs and shall be deducted from the monthly invoice as appropriate.

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Roadway Construction Projects

SR 528 / SR436 Interchange and Widening - Tradeport Dr. to S. Goldenrod Rd.
Anticipated NTP date: January 2020

S.R. 429 Widening - Turnpike to West Rd.
Anticipated NTP date: September 2020

S.R.429 Widening - West Rd to SR 414
Anticipated NTP date: September 2020

S.R. 429 Widening - CR 535 to Turnpike
Anticipated NTP date: December 2020

S.R. 528 Widening - SR15 to SR417
Anticipated NTP date: December 2020

Adjustments to Contract amounts for the maintenance of existing landscape improvements impacted by future roadway construction projects shall be based on Contract bid unit costs.

The work under the Contract also consists of providing all labor, equipment, materials and incidentals necessary to perform repairs and restoration of existing landscape plantings as directed by CFX. Planting and establishment watering costs shall be paid for out of the Work Order / New Construction Allowance.

Supplemental watering of existing plant material during periods of severe drought shall also be performed as directed by CFX. Supplemental watering costs shall be paid for out of the Work Order / New Construction Allowance.

The work under the Contract shall commence after issuance of the written Notice to Proceed from the CFX Director of Maintenance.

2.0 GENERAL CONDITIONS AND REQUIREMENTS

2.1 CFX Director of Maintenance

References to the CFX Director of Maintenance shall be taken to mean his designated representative(s) as well. All work shall be subject to review and acceptance by the CFX Director of Maintenance who will evaluate the Contractor's work for compliance with the Contract Documents. The CFX Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier

2.2 Coordination of Contract Documents

The Scope of Services and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda (if any)
3. Scope of Services with attachments
4. Method of Compensation
5. Price Proposal

2.3 Contractor's Personnel, Subcontractors and Sub-consultants

The Contractor shall be certified by the Florida Nursery, Growers and Landscape Association (FNGLA) as a Landscape Contractor and shall remain certified during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll. Except under extraordinary circumstances, the Contractor shall not replace the individual representing the Contractor as the Landscape Contractor certified by FNGLA without written notice to and approval of the CFX. The CFX's acceptance of any replacement 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 personnel shall constitute a waiver of any right of CFX to reject defective Work.

A significant factor in the decision of the CFX to award the Contract to the Contractor is the level of expertise, knowledge and experience possessed by employees of Contractor, the Contractor's proposed subcontractors and sub-consultants (if any) and the Contractor's covenant to use employees, subcontractors and sub-consultants possessing such expertise, knowledge and experience available at all times to assist in the providing the required maintenance services. Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and sub-consultants having significant training, expertise and experience in the maintenance areas or disciplines described herein and in the maintenance specifications, together with such other areas of expertise or experience as may be designated from time to time during the term of the Contract by the CFX. When the CFX designates an additional area for which expertise or experience shall be required, Contractor shall use reasonable efforts to promptly hire and retain one or more individuals, subcontractors or sub-consultants possessing such experience or expertise.

The CFX considers the Contractor's Project Manager to be a key person with respect to the performance of the maintenance services. The identity of the individual initially assigned as the Project Manager by the Contractor shall be submitted to CFX in advance for approval or disapproval by CFX, and any changes in the individual shall also be subject to written approval by CFX. Similarly, the Contractor shall submit the names and qualifications of the Contractor's Project Spray Manager, the names and qualifications of

the Contractor's Irrigation Manager and all first and second tier subcontractors/sub-consultants to CFX for approval prior to their beginning work on the project. The Project Spray Manager, Irrigation Manager, and all first and second tier subcontractors/sub-consultants shall have the skills and experience necessary to properly perform the work assigned and as required by this scope. CFX's approval with respect to the Project Manager, Spray Manager, Irrigation Manager, and subcontractors/sub-consultants may be granted or denied in CFX's sole and absolute discretion.

Promptly upon request of the CFX, the Contractor shall remove from activities associated with or related to the performance of the Contract any employee, subcontractor or sub-consultant whom the CFX considers (for any reason whatsoever, in CFX's sole discretion) unsuitable for such work. Such employee, subcontractor or sub-consultant shall not be reassigned to perform any work relating to the Contract except with the express written consent of the CFX. If the Contractor fails to immediately remove such employee, subcontractor or sub-consultant, the CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the work until the employee, subcontractor or sub-consultant is removed. The Contractor shall protect, defend, indemnify, and hold harmless the CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of an employee, subcontractor or sub-consultant based on the direction of the CFX. All subcontracts shall expressly include an acknowledgment of the CFX's right to remove any subcontractor or sub-consultant in accordance with this paragraph. No compensation in any form shall be paid to the Contractor by the CFX in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

The Contractor shall provide sufficient qualified manpower as necessary to perform all specified or directed maintenance tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the CFX Director of Maintenance and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor shall be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract shall be proved at no additional cost to the CFX.

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The Contractor shall provide the minimum manpower and equipment according the following configurations/requirements:

Crew Designation	Min.#of Personnel
(2) 3-week Maintenance Crews - 5 person crew/roadway	10
(1) Hot Spot Crews - 5 person crew	5
(1) Mow Crew - 4 person crew	4
(1) Spray Crew - 2 person crew	2
(1) Project Manager	1
(1) Spray Manager	1
(1) Irrigation Manager	1
Total (minimum)	25

Equipment Requirements (minimum)
1- Spray Trucks with sufficient capacity
2- Spray Gators
2 – Small Production Mowers
1 - Irrigation Equipment Truck
1 – 2,000 Gallon / Tank Water Truck
2- Maintenance/Mow Crew Trucks and Trailers
1 – Truck for Project Manager

The Contractor's Project Manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

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's 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. The granting or denying of consent under this provision is at the CFX's sole discretion.

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/sub-consultant to indemnify and hold harmless CFX on the same terms as contained herein 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.

A subcontractor/sub-consultant will be recognized only in the capacity of an employee or agent of the Contractor.

2.4 Traffic Control

FHWA's MUTCD, latest edition, Part 6, is the minimum standard for Traffic Control for Highway Construction, Maintenance, and Utility Operations.

For operations requiring closure of travel lane(s), 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 equal approved by CFX. Approved alternate Worksite Traffic Supervisors may be used when necessary.

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 when lane closures are in effect, 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.

The Contractor shall comply with the FDOT Standard Plans 102 Series, which is hereby incorporated by reference as if fully set forth herein.

For all lane closures, the Contractor shall have prior written approval from the CFX Director of Maintenance and shall provide uniformed off-duty Florida Highway Patrol (FHP) officer(s), including marked FHP vehicle(s), to assist in controlling and directing traffic in the work zone.

The Contractor shall not permit equipment to unreasonably interfere with traffic while the equipment is on or traversing a road or street.

See Section 4.2.2 – Operational Requirements, for additional traffic control procedural standards.

2.5 Other Work

If activities by the CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract price because of delay due to the activities of others.

2.6 Governing Law and Venue

The Contract shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

The obligations in Section 2.6, Governing Law and Venue, shall survive the expiration or termination of the Contract and continue in full force and effect.

2.7 Permits, Notifications and Fees

2.7.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

2.7.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract price.

2.7.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of the CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities. The Contractor shall notify the CFX Director of Maintenance in writing prior to the execution of such work and shall submit two (2) copies of the written permission from the affected landowner.

2.7.4 The Contractor shall provide a notarized affidavit to CFX that all motor vehicles

operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. The affidavit shall be filed with CFX at the time of Contract execution.

2.7.5 The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

2.8 Hazardous or Toxic Waste, Pollutants

2.8.1 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 CFX Director of Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

2.8.2 Contractor shall 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 CFX Director of Maintenance.

2.8.3 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.

2.9 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures or non-performance of the chemical applications or maintenance tasks specified herein or as directed by the CFX Director of Maintenance and approved in writing by CFX. All repairs to plant material required by the Contractor shall be performed as specified in Section 11.0 Plant Replacement.

2.10 Hold Harmless and Indemnification, Sovereign Immunity

The Contractor shall indemnify, defend and hold harmless CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from CFX to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

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

The obligations in Section 2.10, Hold Harmless and Indemnification, Sovereign Immunity shall survive the expiration or termination of this Agreement and continue in full force and effect.

2.11 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 sub articles 2.11.1 through 2.11.6 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of

Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Contract number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

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

Neither approval by CFX of insurance supplied by the Contractor nor disapproval of that

insurance, shall release the Contractor of full responsibility for liability, damages and accidents as otherwise provided by the Contract. The requirement of insurance will not be deemed a waiver of sovereign immunity by CFX.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

2.11.1 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 (per occurrence/ aggregate)**
Up to $3 million	Statutory / $500,000	$1,000,000 / $2,000,000	$1,000,000 / $2,000,000
$3 million and Up	Statutory / $1,000,000	$5,000,000 / $10,000,000	$5,000,000 / $10,000,000

2.11.2 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 sub article 2.11.1.

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.

2.11.3 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 2.11.1.

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, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

2.11.4 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 sub article 2.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

2.11.5 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 sub article 2.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 2.11. 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, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

2.11.6 Railroad Insurance: When the Contractor performs Work on, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars ($5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars ($10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

2.12 Worker's Compensation Insurance

The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor employees. The Contractor shall ensure that the employees of a subcontractor (if any) are covered by Worker's Compensation Insurance which is in accordance with the Laws of the State of Florida. Certificates of such insurance shall be filed with the CFX at the time of Contract execution and annually thereafter for the duration of the Contract.

2.13 Safety

2.13.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of Proposal submittal) is incorporated by reference and made a part of the Contract and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

2.13.2 The Contractor (and any subcontractor) shall not require any person employed in

performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

2.13.3 Contractor and subcontractor personnel shall wear reflectorized high visibility orange safety vests compliant with current FDOT standards within 15 feet of the roadway. Protective safety helmets shall be worn at all work sites containing overhead hazards.

2.14 Contractor's Responsibility for Work

Until acceptance by CFX, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities (See Section 11.0, Plant Replacement).

2.15 Audit and Examination of Records

2.15.1 The 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 Price Proposal Records (as herein defined) of the Contractor or any subcontractor. The Contractor or any subcontractor submits to and agree to comply with the provisions of this section.

2.15.2 If the CFX requests access to or review of any Contract Documents or Price Proposal Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with the CFX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract.

2.15.3 All individuals, corporations, companies, partnerships, joint venture's or any other business entities who submit a bid to the CFX shall preserve all Price Proposal Records used in determining and submitting the price for a period of one month after the CFX awards the Contract. The Contractor shall preserve all Price Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the CFX, or (ii) until all claims (if any) regarding the Contract are resolved.

2.15.4 Contract Records shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by the CFX for any purpose. Price 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 a bidder in determining labor, unit price, or any other component of a bid submitted to the CFX. Price Proposal Records shall also include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by a proposer in determining a bid.

2.15.5 The obligations in Section 2.15, Audit and Examination of Records, shall survive the expiration or termination of the Contract and continue in full force and effect.

2.16 Escrow of Price Proposal Records

With the execution of the Contract, the Contractor shall submit to the CFX, in sealed container(s), a legible copy of the Price Proposal Records used by the Contractor to prepare its bid. The container(s) shall be clearly marked "Price Proposal Records" and shall show on the face of the container(s) the Contractor's name, address, date of submittal and Project number. The CFX will maintain the container(s) in a sealed condition.

In addition to the Price Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each Price Proposal Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Price Proposal Record, other than the Price Proposal 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 the CFX to nullify the award of the Contract to the Contractor.

Following execution of the Contract, the CFX will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against the CFX. Such acts by the Contractor shall be sufficient grounds for the CFX to open the sealed container(s). The CFX reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by the CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) will be protected by the CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

When the Contractor executes a binding release of all claims and potential causes of action related to the Contract, the CFX will release the sealed container(s) to the Contractor. The Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

2.17 Minority and Women Owned Businesses (M/WBE)

The CFX encourages participation of local minority and women business enterprises on contracts considered for an award. The CFX has established a twenty percent (20%) M/WBE participation objective for this project.

The Contractor shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

The Contractor shall submit a draft M/WBE Participation Plan to the CFX for review within 15 days after the Notice to Proceed for the project. The Contractor's M/WBE plan shall meet the CFX's objectives.

At any time, the CFX's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the CFX.

2.17.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic 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, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.

(4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

2.17.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

(1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

(2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

(3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

(4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.

(5) Meeting with appropriate officials of the CFX, including its Business Development Program Office, to assist with the Contractor's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

2.17.3 The CFX will count M/WBE participation toward meeting M/WBE objectives as follows:

(1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.

(2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.

(3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. A M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the CFX will evaluate all relevant factors such as the amount of work subcontracted and industry practices.

(4) Consistent with normal industry practices, a M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

(5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the

provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:

(a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.

(b) Contractor may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

(c) Contractor may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive

as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2.17.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

(1) the procedures adopted to comply with these special provisions;

(2) the number of subordinated contracts on CFX projects awarded to M/WBEs;

(3) the dollar value of the contracts awarded to M/WBEs;

(4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;

(5) a description of the general categories of contracts awarded to M/WBEs;

(6) the specific efforts employed to identify and award contracts to M/WBEs;

(7) maintenance of records of payments and monthly reports to the CFX;

(8) Subcontract Agreement between Contractor and M/WBE subcontractors; and

(9) any other records required by the CFX's Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this article shall be provided to the CFX for review within 48 hours of the CFX's request. The Contractor shall submit a properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

2.18 Performance and Payment Bond Required

2.18.1 General Requirements of the Bond: The Contractor shall furnish to the CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to 20% of the amount of the Contract amount to be renewed

annually. Such bond shall be executed on the form furnished by the CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the CFX. The surety agent's name, address, and telephone number shall be clearly stated on the face of the bond.

2.18.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to the 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 the CFX's initial approval of the company, then the 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 the CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the Contractor from his payment of premium on the defaulting bond, will be borne by the CFX.

2.19 Suspension of Work

2.19.1 The CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

2.20 Default and Termination

2.20.1 The CFX reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of the CFX requires such termination or suspension. In such circumstances, the CFX shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension.

2.20.2 If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment, including, but not limited to the minimum required manpower and equipment quantities listed in Section 2.3, or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of the CFX reasonably exercised, the 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

or the CFX may penalize the Contractor by withholding payment.

2.20.3 If the Contractor (within the curative period described in the notice of default) does not correct the default, the CFX will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.

2.20.4 If the Contract is declared in default, the CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the CFX may take over the work covered by the Contract.

2.20.5 Upon declaration of default and termination of the Contract, the CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the CFX Landscape Architect are required for Contract completion. All costs and charges incurred by the CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay the CFX the amount of the excess.

2.20.6 If, after the default notice curative period has expired, but prior to any action by the CFX to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with the CFX's requirements, the CFX may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of the CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due Contractor under the Contract.

2.20.7 If, after notice of default to the Contractor under the provisions of this sub-article, it is determined for any reason the Contractor was not in default under the provisions of this sub-article, or that the default was excusable under the provisions of this sub-article, the rights and obligations of the parties shall be the same as if the notice of default had been issued as a notice of termination pursuant to the following paragraphs below which allow the CFX to terminate the Contractor for convenience.

2.20.8 Termination for Convenience: The CFX may, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of the CFX, elect to terminate the Contract. In such case, the Contractor shall 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, including fair and reasonable sums for overhead and profit on such work;

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 fair and reasonable sums for overhead and profit on such expenses.

The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

2.21 Prevailing Party Attorney's Fees

2.21.1 If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

2.21.2 In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the CFX, failing which the CFX will be deemed the prevailing party in such litigation.

2.21.3 For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the CFX (exclusive of interest, costs or expenses) on claims asserted by the CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).

2.21.4 The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the CFX by the Contractor (disputed by the CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the CFX agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at

least eighty percent (80%) of the Contractor's claim(s).

2.21.5 Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to the CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

2.21.6 The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term "litigation" shall include arbitration or mediation proceedings.

2.21.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.

2.21.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

2.21.9 Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

2.22 Binding Arbitration

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

2.22.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph, or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

2.23 Certified Payrolls

Based on historical data and its experience with previous landscape maintenance contracts, the CFX has determined that, in order to provide the required maintenance services at the level necessary to assure compliance with the specifications, a minimum workforce of twenty seven (27) individuals (with appropriate support equipment/vehicles) must be involved in various maintenance activities on the system on any given day. To assist CFX in verifying the Contractor's compliance with this commitment, the Contractor shall submit certified payroll records for all employees working on the project (up to and including the

Project Manager and the Spray Manager) to CFX Director of Maintenance at the end of each month along with the monthly invoice. Records shall be submitted for work performed from the date of the Notice to Proceed until the end of the Contract term. The payroll records shall include each worker's name, address, telephone number, classification, number of hours worked each day, starting and ending times of work each day and total hours worked each week.

The submittals shall be on a form acceptable to CFX Director of Maintenance. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate notation ("No Work", "Suspended", or "Complete") indicated on the form. The falsification of, or failure to submit, any certified payroll will be grounds for immediate termination of the Contract.

2.24 Documented Aliens

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

The obligations in Section 2.23, Documented Aliens, shall survive the expiration or termination of this Contract and continue in full force and effect.

2.24.1 E-Verify Clause

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

2.24.2 Inspector General

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

The obligations in Section 2.25, Inspector General, shall survive the expiration or

termination of this Contract and continue in full force and effect.

2.24.3 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.

2.27 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.

2.28 Convicted Vendor List

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

2.29 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.

2.30 Availability of Funds

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

2.31 Assignment

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

2.32 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.

2.33 Integration

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

2.34 Pre-Award Meeting

The Contract requirements will be reviewed in a mandatory joint pre-award meeting between the Apparent Successful Proposer'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 Apparent Successful Proposer will be notified by CFX of the exact date and time of the meeting to be held at the CFX Headquarters.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Apparent Successful Proposer shall certify there are no known errors or omissions in the Contract Documents

before the Contract is executed. The memorandum will be signed by CFX and a representative of the Apparent Successful Proposer (authorized to act on behalf of the Proposer) and will be made a part of the Contract Documents.

If, after the meeting, there remains any issue that the parties have failed to resolve, CFX may elect to give the Apparent Successful Proposer 48 hours' notice of termination of the discussions and enter into discussions with the firm with the second highest point total. If CFX gives 48 hours' notice of the intent to terminate the discussions, CFX will remain bound to the agreement if the parties can resolve the remaining issues during the 48-hour notice period. Failure to reach agreement on the unresolved issues shall not be a valid reason for the Apparent Successful Proposer to refuse to execute the Contract. The Apparent Successful Proposer's sole remedy for unresolved issues that arise during the pre- award meeting shall be to file a protest in accordance with the proper procedures in the Central Florida Expressway Authority's Procedure for Resolution of Protests, Rule Chapter 3-1.

Notwithstanding that the pre-award meeting is mandatory as to the Apparent Successful Proposer, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Apparent Successful Proposer expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Contract 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 Apparent Successful Proposer misrepresented any item of its proposal, or (ii) CFX determines that the proposal does not conform to the requirements of the Proposal Submittal Documents."

3.0 GENERAL MAINTENANCE OVERVIEW

3.1 Overview

The landscape maintenance work shall consist of providing all labor, materials, equipment and incidentals necessary to perform:

A. Turf Maintenance
   1. Main Toll Plazas, Limited ROW Mowing
   2. Mechanical or Chemical Edging and Trimming
   3. Litter / Debris Removal and Clipping Clean-up
   4. Weed Control
   5. Insect and Disease Control
   6. Fertilization
   7. "No-Mow" Buffer Weed Removal

B. Shrub, Vine, Groundcover, Tree and Palm Maintenance
   1. Pruning
   2. Mechanical or Chemical Weed Control

3. Litter and Debris Clean-up and Removal
4. Mulching
5. Fertilization
6. Insect and Disease Control
7. Hand Watering
8. Tree Staking
9. Tree Removal

C. Automatic Irrigation System Maintenance and Manual Irrigation

The areas to be maintained include, but are not limited to:

A. Toll Facilities (including Parking and Pedestrian Areas)
B. Medians, Roadsides, and Slopes
C. Right of Way Locations (other than Roadsides)
D. Fence Lines
E. Roadside Paving, Walls, and Guardrails

Landscape material to be maintained in these areas include all turf areas and ornamental trees, shrubs, vines, groundcover plantings, and mulched areas located on CFX property as described in Section 1.0 Project Scope.

3.2 Annual Landscape Maintenance Schedule

3.2.1 Attachment #1 - Annual Landscape Maintenance Schedule outlines all landscape and turf maintenance tasks to be performed during the Contract year in accordance with the specifications. The document is divided into Turf Care tasks, Shrub, Vine, and Groundcover Care tasks, and Tree Care tasks. The Monthly and Weekly Maintenance Schedules prepared by the Contractor shall be based on the Annual Landscape Maintenance Schedule.

4.0 MAINTENANCE OPERATIONS AND PROCEDURES

4.1 Operation Procedures

4.1.1 Hours of Operation - The Contractor shall perform the maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday excluding CFX 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) and unless specified otherwise or directed by the CFX Director of Maintenance.

4.1.2 Additional Operation Time - Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the CFX Director of Maintenance of its intentions prior to the date of the intended work. The Contractor shall also provide the CFX Director of Maintenance with a description of the location and nature of the work, and the estimated duration that the personnel will be on the system. The Contractor shall also provide the CFX Landscape Architect with the name(s) and contact cell phone number(s) of the individual(s) who will be supervising the work if the Contractor's Project Manager does not intend to be on-site. Maintenance personnel found working on CFX property without supervision or without prior notification given to the CFX Director of Maintenance shall be directed to leave the CFX property.

4.1.3 Proposed Monthly Maintenance Activities Schedule - Prior to the first day of each month, the Contractor shall submit to the CFX Director of Maintenance, via email, a Proposed Maintenance Activities Schedule, for the upcoming month. The schedule shall list all chemical applications (fertilizer and pesticide), mowing activities, three- week maintenance cycle locations, periodic maintenance tasks, and any other additional maintenance activities proposed to be performed during the month. All proposed task and applications and their performance locations are to be listed in a calendar format. The schedule is understood to be tentative, with modifications due to adverse weather conditions, task performance, etc., during the month to be expected.

4.1.4 Two Week Maintenance Activities Schedule – The Contractor shall submit to the CFX Director of Maintenance, via email, a detailed Two-Week Maintenance Activities Schedule, based on the monthly schedule, outlining the maintenance tasks and applications to be performed in the upcoming two-week period. These schedules shall be updated and forwarded each week. The schedule shall include 3-week cycle crew locations on each roadway, mowing operations locations, chemical applications with anticipated daily application locations, periodic contract specified tasks and locations, and any additional maintenance tasks and applications with locations as required by the Contract or requested by the to the CFX Director of Maintenance. The proposed sequence of work locations shall be listed for chemical applications to be performed in 1-2 days. The schedule shall be forwarded to CFX Director of Maintenance no later than the Friday afternoon prior to the week scheduled. The Contractor shall contact the CFX Director of Maintenance via email or by cell phone, no later than 8:30a.m., to notify him of any changes to the schedule for the upcoming day. No chemical applications shall be performed without prior notification given to the CFX Director of Maintenance.

4.1.5 Maintenance Activity Documentation - All landscape maintenance activities

performed on the CFX system by the Contractor shall be documented daily via an emailed outline of daily work completed. The email shall be forwarded to the CFX Director of Maintenance on the next work day following the date of work completion. Required email report format will be forwarded to the Contractor at project start. Pesticide Application Records and Daily Application Inspection Reports documenting all chemical applications performed under this Contract during the previous week shall be submitted to the CFX Director of Maintenance on a weekly basis.

4.1.6 Action Item Lists - The CFX Director of Maintenance will perform periodic inspections of the Contractor's work and of the condition of plant material on the Expressway system. Required maintenance activities, as determined by the CFX Director of Maintenance, will be forwarded to the Contractor as an Action Item List. The list may include incomplete or unperformed specified maintenance tasks or applications, treatments for identified plant problems, requested Work Order/New Construction Allowance projects, or general procedural requirements. The Contractor shall schedule and perform all of the items listed in a timely manner. Activities identified as required to be performed within a specified time frame (i.e., incomplete 3-week maintenance task to be complete by the end of the month) must be completed as noted in order for the Contractor to receive full compensation for the work. Any questions, clarifications, requested price proposals, or scheduling conflicts shall be identified by the Contractor and immediately brought to the attention of the CFX Director of Maintenance so as not to delay the performance of the listed activities. The CFX Landscape Architect will forward a list identifying any activities required to be performed by the end of the month at least one week prior.

4.1.7 The Contractor shall meet with the CFX Director of Maintenance every two (2) weeks (at minimum) to review the completion of previous work and the proposed schedule of the upcoming maintenance activities. Additional meetings may be scheduled by the CFX Director of Maintenance that the Contractor shall attend. The meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the CFX Director of Maintenance or the Contractor. Additional on-site meetings may also be scheduled. The CFX Director of Maintenance will prepare and distribute agendas for the meetings as well as minutes of the meetings.

4.1.8 The personnel performing the maintenance services outlined within this Scope of Services shall be under the sole responsibility of the Contractor and shall be competent, experienced and skilled in all aspects of required maintenance. Personnel

shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms (pants and shirts).

4.1.9 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. A list of all contractor and subcontractor employees shall be provided to the CFX prior to beginning work under the Contract. An updated list shall be forwarded to the CFX whenever there is a change in the Contractor's personnel working on the CFX system.

4.1.10 The Contractor shall designate a Project Manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact, on a daily basis, between the CFX Landscape Architect and the contractor. This individual shall maintain at all times a means of being contacted by the CFX Director of Maintenance (cell phone) and shall respond to such calls within 2 hours of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the CFX Director of Maintenance of the daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by the CFX Director of Maintenance.

4.2 Safety Program

4.2.1 Safety Program Plan

The Contractor shall develop, implement, and maintain a Safety Program Plan for its operations on the site. The plan shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The plan shall also include the Contractor's maintenance of traffic plan showing the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the CFX travel lanes. Approval of the Contractor's plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of Contractor's equipment and/or personnel.

The plan shall comply with all State of Florida, federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

Four (4) copies of a draft of the plan shall be submitted to the CFX Director of Maintenance within 30 days after the date of the Notice to Proceed. The CFX Director of Maintenance will review the plan and meet with the Contractor to resolve

any concerns and to finalize the plan. A final plan, including all corrections/changes required by the CFX Director of Maintenance shall be submitted by the Contractor within 60 days after the Notice to Proceed.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public including safety vests that meet current FDOT standards, and, if applicable, gloves, safety goggles, and respirators.

4.2.2 Operational Requirements

All vehicles and equipment shall remain clear of all travel lanes at all times when stationary or traveling below posted minimum speeds.

All vehicles and equipment (including trailers, mowers, and "gators") operating on the road shoulders and medians shall be equipped with an amber flashing light that is on and visible from behind at all times while stationary or moving below the minimum speed limit.

Contractor and subcontractor personnel shall place in configuration as delineated on FDOT Design Standards Drawing No. 600 or 611 where any vehicle, equipment, workers or their activities encroach the area closer than 15' but not closer than 2' to the edge of pavement on any CFX road / ramp shoulders and medians.

Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices (warning signage and safety cones) shall comply with the FDOT Standard Plans 102 series as a minimum requirement where any vehicle, equipment, workers or their activities encroach the area closer than 15' but not closer than 2' to the edge of pavement on any CFX road shoulders and medians. Any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.

Maintenance vehicles and equipment working along CFX road shoulders and medians shall be located out of the 'clear zone' (36' from roadway edge) whenever possible, or behind guardrails or overpass structures. No equipment (trucks, trailers, spray

"gators", mowers, etc.) shall be parked in the median. Vehicles are allowed in medians only as necessary to pick up trash, debris, equipment, and personnel.

Contractor and subcontractor personnel shall not perform any U- turns in the median or at toll plazas but shall use interchanges for such purposes. This includes the paved median crossings designated for "Emergency Vehicles Only".

Maintenance vehicles and equipment are prohibited from operating on CFX roadside shoulders or medians during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). The Contractor shall ensure that its personnel schedule and perform daily activities such as roadside shoulders or median litter and debris pick-up and roadside shoulders or median chemical applications within the allowed time frame.

Any equipment left on the CFX right-of-way overnight shall be parked out of the 'clear zone' (36' from roadway edge) and as close as possible to the right-of-way line farthest from the travel-way. Service and supply operations shall be conducted as close to the right-of-way line farthest from the travel-way as possible. No equipment shall be parked in the median overnight regardless of the width of the median.

Maintenance personnel found working on CFX property in violation of the above listed safety requirements, shall be directed to immediately leave CFX property.

Mulch trailers may be located within the CFX right-of-way to supply materials for mulching operations with the following restrictions:

- The Contractor receives approval from the CFX Director of Maintenance for the trailer's location prior to its placement.
- Trailers shall be placed outside of the 'clear zone' (36' from roadway edge).
- Trailers shall not be located in the roadway median.
- Trailers shall be clearly marked with signage displaying the Contractor's company name and contact telephone number (3' x 4' minimum) that is visible from the highway.
- Trailers shall be promptly removed from the CFX right-of-way when empty (within ten (10) days).

Mulch trailers located within the CFX right-of-way which do not adhere to the above listed restrictions will be immediately towed without notice. The CFX will not be responsible for any towing or impound fees incurred.

4.3 Document Control and Information Maintenance

4.3.1 Information Dispersal

Should the Contractor distribute information related to the Contract to others, the Contractor shall document the distribution by completing a letter of transmittal. All distribution of information shall be accompanied by a letter of transmittal with a copy provided to the CFX Director of Maintenance identifying:

- Party to whom the information is being transferred
- Origination of the request for transfer
- Name of information being transferred
- Type(s) of information being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all information transfers for updates to the CFX Director of Maintenance.

4.3.2 Verification of Information

All information provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the CFX Director of Maintenance verbally and in writing, upon discovery.

4.3.3 Ownership of Information

It is to be understood that all information provided to the Contractor, either by the CFX or third parties, are the sole property of the CFX. The Contractor shall have temporary charge of the information while performing contracted services for the project. All information shall be returned to the CFX at the conclusion of the Contract, after which no copies of the information may be kept by the Contractor without the expressed written permission of the CFX.

The CFX shall retain the right to require that the Contractor transfer all Project information to the CFX immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project information to the CFX.

5.0 CHEMICAL APPLICATIONS

5.1 The Contractor shall provide a Spray Manager who will be a fulltime employee, other than the Project Manager, to directly supervise all chemical applications. The

Spray Manager shall possess the Florida Department of Agriculture's Commercial Pesticide Applicators License with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall perform all chemical applications (pesticide and fertilizer) in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Applications performed which do not meet the following standards and specifications (as determined by the CFX Director of Maintenance) shall be promptly re-performed correctly at no additional cost to the CFX. The CFX may elect to withhold payment for applications performed incorrectly other than having the Contractor re-perform the application.

5.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida. Prior to the first use of a product on the CFX system, the Contractor shall submit to the CFX Director of Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed mixing and application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).

5.3 The Contractor shall use equipment specifically designed for commercial application of herbicides and as specified for each application as listed in the Contract. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX Director of Maintenance.

5.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the CFX for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

5.5 The Contractor shall complete a daily Pesticide Application Record (provided by the CFX Director of Maintenance) for each location where chemical applications are being performed. The Records must be thoroughly and accurately filled out and signed by the Spray Manager prior to submittal. The Contractor shall submit completed Records to the CFX Director of Maintenance on a weekly basis. Records may be forwarded via email.

5.6 The spray crew shall be under the direct supervision of the Spray Manager. Direct supervision shall consist of, at a minimum, a daily on-site inspection conducted by the Spray Manager of the spray crew's operation during an application. The Spray

Manager shall verify that the proper materials are in use, the correct target plant material is being treated, the correct mixing and application rates are being followed, the proper application techniques are being employed, and that the required personal safety equipment is in use. The Spray Manager shall prepare, sign, and submit a Daily Application Inspection Report which shall list the date, time, and location of the application inspection. The Inspection Report shall also include the applicator's name, chemical applied, target pests, plants treated, mix and application rates, and verification of possession of product label and MSDS. The Reports, signed by the Spray Manager, shall be submitted weekly with the Pesticide Application Records.

5.7 The CFX reserves the right to withhold payment for applications performed without the performance of a daily on-site inspection by the Spray Manager and the submittal of the required documentation.

5.8 The Contractor shall notify the CFX Director of Maintenance of any scheduled treatment prior to the execution of any chemical application. No applications are to be performed without prior notification to the CFX Director of Maintenance. The Contractor may be required to re-perform any application performed without prior notification to the CFX Director of Maintenance. The CFX may withhold payment for any application performed without prior notification to the CFX Director of Maintenance

5.9 The Contractor shall perform the pesticide treatments as specified and as directed by the CFX Landscape Architect as a drench application or foliar application as specified. Drench applications shall be made to the soil in sufficient volume to wet the root zone of individual plants. Foliar applications shall be directed to above ground plant parts to the point of runoff.

5.10 The CFX reserves the right at its sole option to take samples of application spray mixtures from spray crews in the field and have the samples tested to determine if the correct material and mixing rates are being used in accordance with the specifications. The samples will be taken in accordance with industry standards, the containers sealed and labeled on-site, and the samples documented and signed by both the CFX Director of Maintenance and the spray applicator. Lab results shall be forwarded to Contractor as well as the CFX. If the spray mixtures are determined to not meet the application specifications, the CFX may require the Contactor to repeat the entire application, to repeat the portion of the application performed on the day during which the sample was taken, or elect to withhold payment for the application

6.0 TURF CARE

6.1 Description

6.1.1 Work to be done consists of mowing, edging and trimming of turf, litter and debris removal, clipping clean-up, grassy and broadleaf weed control, insect and disease control, and fertilizer application at all turf management areas located within the limits of work at the five (5) CFX Mainline Toll Plazas within the scope of the Contract, and right of way locations as delineated in the Turf Management Area Reference Maps (Attachment #2). Weed control and litter and debris removal shall also be performed along right-of-way fence lines directly adjacent to Turf Management Areas and in "No-Mow" buffers as delineated in the No-Mow Area Reference Maps (Attachment #3). See section 9.0 for maintenance requirements for all 'No-Mow' areas.

6.1.2 Turf areas are defined as grassed or vegetated areas consisting of all grass; part grass and part succulent weed growth; or all succulent weed growth within the area to be maintained.

6.1.3 Turf maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified turf care tasks and applications and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.

6.1.4 Any additional fungicide, insecticide, or selective herbicide applications to turf management areas maintained under this Contract shall be performed by the Contractor as directed by the CFX Director of Maintenance and shall be paid for out of the Work Order Allowance.

6.1.5 Re-performance of any turf care task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance.

6.1.6 Any turf or ornamental plant material damaged by mowing activities or the use of herbicides or any other chemicals (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor, at no cost to the CFX.

6.2 Mowing

6.2.1 The Contractor shall perform mowing cycles in the turf areas at CFX Mainline Toll Plazas, and right of way locations located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2).

6.2.2 The quantity and frequency of area mowing cycles are to be performed as listed in the Annual Landscape Maintenance Schedule (Attachment #1). Turf areas at all Mainline Toll Plazas and the right of way locations on S.R. 408 shall be mowed thirty-six (36) times per year. Each mowing cycle in each location shall be completed in its entirety prior to beginning another cycle. This includes edging, trimming and clipping clean up (described below). Missed cycles or cycles performed at greater intervals than listed cannot be made up at a later date.

6.2.3 The Contractor shall submit a Proposed Monthly Maintenance Schedule (based on the Annual Landscape Maintenance Schedule) to the CFX Director of Maintenance on the first day of each month, indicating the location and frequency of each mowing cycle. The schedule shall be updated weekly if any changes are necessary due to poor weather or other restrictive circumstances.

6.2.4 All turf areas are to be mowed to a maximum height of 4" during each cycle, Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers. Turf areas adjacent to retention ponds, ditches, or canals shall be mowed or trimmed to the water's edge each mowing cycle.

6.2.5 When work by CFX forces, Florida Department of Transportation forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from mowing any areas, and such conditions are eliminated during the period designated for that mowing cycle, the CFX Director of Maintenance may require the Contractor to mow these areas as part of the cycle without penalty for exceeding the time allowed.

6.2.6 Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the CFX Director of Maintenance, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas may be required to be string trimmed by the CFX Director of Maintenance.

6.2.7 The equipment used by the Contractor shall be of a type and quantity to perform the work satisfactorily, be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the clippings at all times.

6.2.8 Contractor's equipment shall be outfitted with an overhead amber flashing light, which shall be on and visible from all directions when equipment is being operated

in the course of the work. All required safety devices shall be properly maintained at all times the equipment is in use.

6.2.9 Equipment which damages the pavement, decorative retaining walls, or turf in any way will not be allowed. The Contractor shall be responsible for the prompt repair or replacement of any pavement, wall, or turf damaged by the Contractor's personnel/equipment.

6.2.13 All equipment shall be subject to inspection and approval by the CFX Director of Maintenance. If the CFX Director of Maintenance determines the equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately remove the equipment from service until the deficiency is corrected to the satisfaction of the CFX Director of Maintenance.

6.2.14 Inspection and approval of the Contractor's equipment by the CFX Director of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

6.2.15 The Contractor shall perform an annual equipment safety check of all equipment used on CFX property and submit a report to the CFX Director of Maintenance for review and approval prior to continuation of operation of the equipment on CFX property. The report shall be submitted no later than the 1st of February each year.

6.2.16 The acceptable performance of the mowing cycle quantities, at the intervals as noted in the CFX Annual Landscape Maintenance Schedule, are the basis for compensation from CFX. Monthly payment for turf care anticipates completion of all listed cycles. Payment for missed cycles shall be deducted from the current month's invoice; the amount being determined using area square footage and pricing from the submitted Price Proposal.

6.3 Edging

6.3.1 Hard surface and soft surface edging shall be performed along all turf area edges within the limits delineated in the Turf Management Area Reference Maps. Hard surface edging is defined as outlining and/or removing turf from along all sidewalks, driveways (asphalt or concrete) curbs, reinforced earth walls and barrier walls. Soft surface edging is defined as outlining and/or removing turf from all trees rings and planting beds, etc., by the use of a mechanical edger. Roadway edging along highway and ramp paving is not required due to safety concerns.

6.3.2 All hard surface edging shall be performed to maintain straight and sharp edges between paving/curbs/sidewalks and turf areas. All hard surface edging shall be

completed with each area mowing cycle.

6.3.3 All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas to the curves as originally designed, in a clean manner, free of imperfections. All soft surface edging may be completed with each area mowing cycle or at the same frequency as the detailing of plant beds (once every three-week cycle) if chemical edging is performed.

6.3.4 All edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris away from roadways and sidewalks.

6.3.5 When edging is performed, the proper safety equipment shall be used (i.e., safety glasses, reflective vest, signage, warning light, etc.).

6.3.6 Soft surface chemical edging of turf, using a pre-approved herbicide, will be permitted along ornamental planting beds and around tree rings if care is taken to not damage adjacent plantings. Any plant damaged by the use of herbicides, (as determined by the CFX Director of Maintenance), shall be replaced by the Contractor at no cost to the CFX.

6.3.7 Products containing 'Diquat', 'Imazapyr' or "2-4D" shall not be used anywhere on the CFX system in the performance of this Contract.

6.4 Trimming

6.4.1 All turf areas located within the limits delineated in the Turf Management Area Reference Maps that are inaccessible to mowers such as around guardrails, reinforced earth walls and barrier walls, and/or otherwise unable to be mowed due to obstructions such as trees or other plant material, light poles, fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed to the same height as adjacent mowed areas. All trimming shall be completed during each area mowing cycle.

6.4.2 Trimming shall be performed with the use of a string or line trimmer or other suitable mechanical means.

6.4.3 Care shall be taken when using a string trimmer so as not to damage adjacent plant material or decorative retaining walls. Any plant damaged by the use of a string trimmer (as determined by the) shall be promptly replaced by the Contractor, at no cost to the CFX. Any damage to decorative retaining walls by the use of a string trimmer shall be promptly repaired by the Contractor at no cost to the CFX.

6.5 Litter Removal and Clipping Clean-up

6.5.1 The Contractor shall pickup and remove all non-hazardous items and obstacles

(litter) within the designated turf management areas, such as wood, vegetation debris, tires, glass, cans, plastic products, paper products and other miscellaneous debris, etc. shall be collected and removed weekly – fifty-two (52) times per year. The Contractor shall remove all litter located in ditches, swales, and within reach with a rake from the shoreline in any water body occurring within or directly adjacent to designated turf management areas weekly – fifty-two (52) times per year. It shall also be the Contractor's responsibility to remove trash and items such as newspapers, magazines, boxes, paper cups, etc. that would be torn, shredded and further sub-divided by the mower prior to each cycle. The turf management areas include 5 (five) CFX Mainline Toll Plazas and all locations shown as "Limit of Turf Care" in the Turf Management Area Reference Maps (Attachment 2). All costs of pickup and removal of litter and debris shall be included in the Contract amount.

6.5.2 Litter at all turf management areas located within the limits of work at the five (5) CFX Mainline Toll Plazas within the scope of the Contract and right of way locations as delineated in the Turf Management Area Reference Maps (Attachment #2) shall be collected and removed weekly – fifty-two (52) times per year. All collected litter shall be removed daily. No collected litter shall be left on the property overnight.

6.5.3 All sidewalks, roadways, parking lots, shoulders, fence lines, concrete swales or other structures located within the limits of mowing delineated on the Turf Management Area Reference maps (Attachment #2) shall be immediately swept, blown, or vacuumed to remove any grass clippings and to maintain a clean, well-groomed appearance.

6.5.4 All grass clippings shall be kept out of ornamental beds and aquatic ponds. Mowing patterns should be performed which prevent the distribution of clippings in these areas. Contractor must immediately remove any clippings from adjacent ornamental beds in order for the mowing cycle to be considered complete. If clippings cannot be removed successfully to the satisfaction of the CFX Director of Maintenance, the Contractor shall install additional pine bark mulch or pine straw mulch as directed, at no expense to the CFX. Where the distribution of grass clippings into adjacent planting beds with pine straw mulch cannot be avoided due to the close proximity of adjacent roadways, the Contractor shall blow clippings off of plant material during each cycle.

6.5.5 If excessive quantities of grass clippings (as determined by the CFX Director of Maintenance) remain on turf areas directly adjacent to any of the Mainline Toll Plaza buildings, parking lots islands, or entryways following a mowing cycle, the Contractor shall collect and remove the clippings to keep the turf areas clean.

6.6 Weed Control

6.6.1 Contractor shall eliminate/kill/remove undesirable weed and brush growth in all paving joints in asphalt and concrete, sidewalks, parking lots, along all guardrails, around roadside structures, along shoulders, edge of pavement, curb and gutter, signs, culvert ends located within or directly adjacent to Turf Management Areas during each mowing cycle. Also eliminate/kill/remove undesirable weed and brush growth inside walled enclosures at the five (5) CFX Mainline Toll Plazas within the scope of the Contract. Treat weed and brush growth by applying a 2.0% solution of Glyfos Pro – 2.0 gallons of Glyfos Pro in 100 gallons of water, (or approved equal). Dead material is to be removed. It is the intent of this activity to make the areas noted above weed free at all times.

6.6.2 Read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein (5.0 - Chemical Applications).

6.7 Fertilization

6.7.1 The turf fertilizer 16-0-8 shall be applied as described below. All turf fertilizer shall be applied (full coverage) according to manufacturer's instructions at the rates described herein. Fertilizer shall be applied when the turf is dry and not over an early morning dew. Fertilized areas shall be watered following application on the same day, in irrigated areas only. Apply turf fertilizer with rotary broadcast spreaders (approved by the CFX Director of Maintenance) and overlap consistently for uniform coverage. Turf fertilizer shall not be applied by hand broadcasting. Application equipment shall be accurately calibrated to ensure that the specified application rate is followed.

6.7.2 The Contractor shall comply with and adhere to all aspects of the Orange County Fertilizer Management Ordinance, Chapter 15, Article XVII of the Orange County Code, Section 15-801 through 15-812 in the performance of the specified turf fertilizer applications. Any perceived conflicts with the specifications of the fertilizer applications and the Ordinance requirements shall be brought to the attention of the CFX Director of Maintenance prior to performance of the work.

6.7.3 The Contractor shall provide the turf fertilizer, 16-0-8, containing the following:

- 16 % total nitrogen consisting of 0.75% nitrate nitrogen, 11.25% ammonium nitrogen, and 4.00% water soluble nitrogen derived from poly sulfur coated urea, ammonium nitrate, and ammonium sulfate.
- 0% phosphorus (P2O5).
- 8% soluble potash (K2O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 1.06 % Water soluble magnesium (Mg)
- 0.05 % Manganese (Mn)
- 0.05 % Copper (Cu) derived from copper sulfate
- 3.00 % Iron (Fe)
- 0.02 % Boron (B) derived from sodium borate
- 1.45 % Sulfur (f)
- 9.0 % Calcium

Apply 16-0-8 fertilizer to Bahia / St. Augustine turf at all Main Toll Plazas, roadside areas at as delineated in the Turf Management Area Reference Maps (Attachment #2) one (1) time per year (February) at a rate of 6.5 pounds per 1,000 square feet of turf area or 283 pounds per acre of turf area, unless otherwise directed by the CFX Director of Maintenance.

6.7.4 The CFX reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.

6.7.5 Prior to the beginning of each application cycle, the Contractor shall submit an actual certified fertilizer label, legible with the guaranteed analysis for approval to the CFX Director of Maintenance.

6.7.6 All fertilizers shall be kept out of all water bodies and be removed immediately from all sidewalks, parking lots, and toll plaza driveways.

6.7.7 If fertilizer is delivered in bulk, provide documentation of chemical composition and weight at time of application. If bags of fertilizer are used, provide a sample individual bag tag, as well as product purchase and delivery receipts to CFX Director of Maintenance to verify weight and content. A listing of bag usage applied per area shall be documented using the daily Pesticide Application Record. The Record along with the Spray Manager's Inspection Report shall be forwarded to the CFX Director of Maintenance.

6.7.8 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer will not be acceptable for application.

6.8 Insect and Disease Control

6.8.1 All turf areas located within the limits delineated in the Turf Management Area

Reference Maps shall be continuously monitored for infestations of insects (including fire ants, mole crickets, and nematodes) and shall be treated immediately as specified or as directed by the CFX Director of Maintenance for proper control. Contractor shall note all treatment applications on daily Pesticide Application Record forms submitted to the CFX Director of Maintenance on a weekly basis.

6.8.2 All fire ant mounds located in turf and paved areas within the turf management areas are to be spot - treated with 'Orthene' insecticide whenever mounds are observed. Applications shall be performed during each 3–week maintenance cycle. 'Live' mounds should be treated and avoided during the mowing cycle immediately following the treatment. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle.

6.8.3 Nematode and other insect infestations shall be immediately reported to the CFX Director of Maintenance who will give specific direction as to the proper treatment. The Contractor shall perform the specified treatment within the time frame directed by the CFX Director of Maintenance. Payment for 'as directed' treatments will be from the Work Order/New Construction Allowance.

7.0 SHRUBS/VINES/GROUND COVER CARE

7.1 Description

7.1.1 The work consists of providing all labor, materials, equipment and incidentals necessary to perform the landscape maintenance of ornamental shrubs, vines, groundcovers, and mulched areas at five (5) CFX toll facilities within the scope of the Contract and all right of way locations as described in Section1.0 Project Scope. Detailing of all planted and mulched areas located within the project limits on the CFX system shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Three-week detailing cycles include pruning, grassy and broadleaf weed control, removal of damaged / diseased / dead plant material, litter and debris removal, supplemental watering, mulching, raised planter wall gutter cleaning and sign clearing. Chemical applications for insect, disease, and weed control, and fertilizer applications shall be performed periodically as described below and as directed by the CFX Director of Maintenance.

7.1.2 Shrub, vines, and ground cover maintenance activities shall be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The schedule lists the frequency and intervals of all specified maintenance tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.

7.1.3 The Contractor shall apply various fungicides, insecticides, selective herbicides, and fertilizers to plant material located at the mainline toll plazas, and along all roadways

within the project limits as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1) unless directed otherwise by the CFX Director of Maintenance. Additional 'as directed' applications shall be performed as described herein when directed by the CFX Director of Maintenance.

7.1.4 Re-performance of any shrub and ground cover maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance), shall be provided at the Contractor's expense. Re-performance or re-application shall be initiated within one week of written notification unless directed otherwise by the.

7.1.5 Any turf or ornamental plant material damaged due to improper maintenance activities or the improper use of herbicide, insecticides, or fungicides or incomplete or non-performance of specified herbicide, insecticide, or fungicide applications (as determined by the CFX Director of Maintenance) shall be replaced and established to the CFX satisfaction by the Contractor, at no cost to the CFX. Replacement plant material shall match the size of the existing plant at the time that the damage occurred (see section 11.0 Plant Replacement).

7.2 Pruning

7.2.1 The Contractor shall perform maintenance pruning of all ornamental shrubs and ground covers during each 3-week detailing cycle, as necessary, to remove dead material (including dead seed heads and leaf blades in African iris plantings and dead sections of dune sunflower plantings); to maintain separation between different plant types when unsightly overgrowth is occurring; and to keep vegetation confined within the planting beds and not encroaching on turf areas, roadways, pedestrian walkways, and adjacent structures (guardrails, signage, fences, buildings, walls, drainage ways when flow of water is obstructed, etc.). Maintenance pruning of all ornamental shrubs shall also be performed during each 3-week detailing cycle, as necessary to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Maintenance pruning of ornamental plantings shall be performed with hand shears to allow for proper shaping and clean cuts of pruned branches. The use of gas-powered shears shall be limited to the annual pruning cycle and allowed "hedge shearing" as described below.

7.2.2 Shrubs and groundcovers located along the system roadsides shall not be pruned into formal shapes, referred to as "hedge shearing" unless directed by the CFX Director of Maintenance. Hedge shearing shall be performed at Mainline Toll Plazas, and limited areas at ramp toll booths as directed by the CFX Director of Maintenance. Hedge shearing of shrubs at Main Toll Center such as Viburnum sp., Indian Hawthorn, Confederate and Asiatic Jasmine, and Loropetalum shall be performed during each 3-week cycle to maintain a neat appearance, create separation between

plants, and to provide a clear view of the toll lanes from inside the toll plaza building. Hedge sheering shall be performed during each 3-week cycle to Confederate Jasmine plantings not located at Main Toll Plazas to maintain a neat appearance, keep the plant height to 18" maximum, and to keep vegetation off of adjacent walls, curbs, gutters, fences and adjacent plant material.

7.2.3 Sand Cord Grass, Vetiver Grass, and Fakahatchee Grass shall be severely pruned once a year to a uniform height of 18", beginning in December and to be completed by the end of January in the first year of the Contract. The pruning of the listed ornamental grasses shall be performed beginning in November and to be completed by the end of December in all subsequent years of the Contract. Dwarf Fakahatchee grass and Gulf Muhly grass shall not be pruned. Pampas Grass plantings shall not receive a severe annual pruning but shall have dead leaf blades and bloom stalks carefully removed as directed by the CFX Director of Maintenance. Where pine straw mulch is present in the planting bed, approximately 25% of the clippings from the pruned Cord Grass (not Fakahatchee Grass) shall be spread evenly throughout the bed. The remaining 75% of the Cord Grass clippings shall be removed from the planting beds and properly disposed of off-site unless directed otherwise by the CFX Landscape Architect. All clippings from pruned Fakahatchee Grass and Vetiver Grass shall be removed from the planting beds and properly disposed of off-site. Cord Grass clippings shall not be dispersed in areas with pine bark mulch.

7.2.4 All oleander plantings shall be severely pruned once every year, beginning in January and to be completed by the end of February. Oleanders shall be pruned to approximately 36"-48" height (2"-3" above the previous year's pruning height if possible) at roadside locations and to 6'-0" height at right of way edge locations, unless otherwise directed by the CFX Director of Maintenance. Dwarf oleander plantings shall not be pruned unless otherwise directed by the CFX Landscape Architect. Contractor shall have initial pruning heights approved by the CFX Director of Maintenance prior to proceeding with entire pruning effort. Areas pruned to incorrect heights prior to approval shall be re-pruned at no additional cost to the CFX.

7.2.5 All Plumbago, Dune Sunflower, Firecracker Plant, and Lantana plantings shall be severely pruned once every year to approximately 12" height or as directed by the CFX Director of Maintenance, beginning in March and to be completed by the end of April.

7.2.6 During each three-week maintenance cycle, all Dune Sunflower plantings shall have all dead material carefully pruned out of the beds taking care not to disturb the remaining root material.

7.2.7 All Confederate Jasmine and Asiatic Jasmine plantings shall be tipped pruned / hedge sheered to approximately 12" - 18" height or as directed by the CFX Director of Maintenance, during each three week maintenance cycle. Pruning shall also be performed to keep vegetation off of adjacent walls, signs, structures, fences, and adjacent plant material.

7.2.8 All Fire Bush, Texas Sage, Primrose Jasmine, and Bauhinia plantings shall be severely pruned to 30" height or as directed by the CFX Director of Maintenance, once every year during April.

7.2.9 All Perennial Peanut shall be pruned / mowed to approximately 6" height or as directed by the CFX Director of Maintenance, four times a year in March, June, August, and November.

7.2.10 Juniper groundcovers and hedge material shall have dead / damaged material carefully pruned out in February prior to the March fungicide application to control Phomopsis Blight. Contractor shall continue to monitor and prune out dead material when found and as directed by CFX Director of Maintenance. Prune 3" below damaged shoots and ensure that pruning equipment / clippers are sterilized after each cut by dipping the equipment in a pre-approved solution (alcohol, 1 part bleach / 3 parts water mix, or a commercial product). Solution and pruning technique must be pre-approved by the CFX Director of Maintenance. The pruning and equipment sterilization procedure are to be followed every time dead material is removed from any juniper planting on the system.

7.2.11 All plant material located directly adjacent to Right of Way fence lines shall be pruned as necessary to maintain 24" of clear zone between the plant material and the fence fabric.

7.2.12 The Contractor shall ensure that no clippings or debris generated from annual pruning operations are left along the roadways or behind guardrails overnight. Pruning efforts are to be coordinated so that all pruned material is collected daily and disposed of offsite.

7.2.13 During each 3-week detailing cycle, and/or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches and vegetation damaged by storms, traffic accidents, etc., as part of the Contract. Repair of damaged areas such as re-grading and replanting shall be paid for from the Work Order Allowance. Cleanup activities following named storms shall be performed as part of the Contract, while any additional dump fees required shall be paid for out of the Work Order Allowance (submit receipts with invoice). Allowance shall be made for the postponement of scheduled maintenance tasks in order to complete the clean-up activities.

7.2.14 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall also be performed, as necessary, to eliminate sight distance blockage at ramp interchanges, interfering with various site elements, traffic control/information signs, mileage markers, Wrong Way warning signs, etc., as well as to keep vegetation from extending over guardrails and sound walls. Contractor shall continuously monitor and maintain 500 feet of clear visibility distance (from outside "slow" lane) to all roadside signage.

7.3 Weed Control

7.3.1 The Contractor shall continuously maintain all mulched areas free of weeds by hand pulling or by chemical means, as environmental, horticultural, and weather conditions permit. Weed control in planting beds and tree rings by mechanical means such as string trimmers / weed eaters is strictly prohibited. Thorough weeding of all planting beds, mulched areas, and tree rings in each designated roadway landscape maintenance area shall be performed during each 3-week detailing cycle. All planting beds, mulched areas, and tree rings, from fence to fence, within each maintenance area shall be free of weeds prior to the maintenance personnel moving on to the next area. The generated debris collected shall be removed from the site before leaving the site for the day.

7.3.2 The Contractor shall also continuously maintain all roadway and sidewalk paving areas directly adjacent to any mulched areas free of weeds by hand pulling or by chemical means. This includes roadside paving areas in front of guardrails that are adjacent to planted and/or mulched areas maintained under this Contract. Weeds shall be controlled to the edge of asphalt paving along roadways. The work shall be performed in conjunction with and as specified above in specification 7.3.1

7.3.3 2.0% solution of Glyfos Pro (2.0 gallons of Glyfos Pro in 100 gallons of water) (or approved equal) may be spot sprayed as a post-emergence herbicide. Exercise caution to prevent over-spray onto desirable plants. The application mixture shall also include 'Brace' anti-drift material, or an approved equal, and an approved indicator dye. Follow label rates for the drift retardant and indicator dye. Use sufficient indicator dye so that the application progress may be monitored. Remaining visible weed growth, killed by herbicide application, shall be removed and disposed of off-site.

7.3.4 During each 3-week maintenance cycle the Contractor shall control weeds with a 2.0% solution of Glyfos Pro (or approved equal) along all fence lines, including right-of-way fence lines, located within turf management areas and located adjacent to any ornamental planting bed maintained under this Contract. Apply the solution on a non-windy day and use anti-drift material to reduce droplet size. Dead vegetative material shall be entirely removed from the vertical surface of the fence fabric during subsequent cycles Fence lines that are separated from adjacent planting beds by turf

areas maintained by others are not required to be treated.

7.3.5 During each 3-week maintenance cycle the Contractor shall control all weeds with a 2.0% solution of Glyfos Pro (or approved equal) located within the asphalt or concrete paving adjacent to any roadside ornamental planting bed or turf management areas maintained under this Contract. This includes any paving, wall, or guardrail locations were planting beds / mulched areas are directly next to these structures and not separated by any turf area maintained by others. All dead weed material shall be removed during the following maintenance cycle.

7.3.6 The post-emergence herbicides "Fusilade II" or "Certainty" may be sprayed "over the top" of non-grassy ornamentals for the selective control of actively growing grassy weeds. "Fusilade II" or "Certainty" shall not be used on Sand Cord Grass, Gulf Muhly Grass, Fakahatchee Grass, or other ornamental grass plantings. Follow label rates and instructions for the use of selective herbicide applications. Any plant material damaged by the application of selective herbicides shall be replaced by the Contractor as directed by the CFX Director of Maintenance at no additional cost to the CFX.

7.3.7 The Contractor shall perform two (2) blanket applications of a combination of Gallery 75DF and Pennant Magnum pre-emergence herbicides twice (2x) a year; mid-January to mid-February and May to control weed seed germination in all planting beds, mulched areas, and tree rings. Apply Gallery 75DF at a mixing rate of 16 ounces / 100 gallons of water and Cleary's Pennant Magnum at a mixing rate of 32 fluid ounces / 100 gallons of water. The application shall be performed at a rate of 2.3 gallons of mixture / 1,000 sf of planting area (100 gallons of mixture / acre).The application mixture shall also include 'Brace' anti-drift material, or an approved equal, and an approved indicator dye. Follow label rates for the drift retardant and indicator dye. Use sufficient indicator dye so that the application progress may be monitored. Avoid contact of the pre-emergence herbicide spray mixture with concrete paving, stone, wood or other porous surfaces to avoid staining.

7.3.8 Contractor shall submit a daily Pesticide Application Record (provided by the CFX Director of Maintenance) reporting the herbicide application activities to the CFX Director of Maintenance. Reports to be submitted via email on a weekly basis. (See section 5.0 - Chemical Applications).

7.4 Litter and Debris Removal

7.4.1 The Contractor shall be responsible for the pickup and removal of all non-hazardous items and continuously maintain all planting and mulched areas, No-Mow Areas ,

adjacent pond or ditch edges, and limited paving and other 'hardscape' areas free of litter and debris. Litter and debris includes, but is not limited to, all plastic and paper products, cans, glass, wood, rocks, bricks, pieces of concrete, tires, dead animals, palm fronds, palm boots, branches or limbs smaller than10' long and 4" diameter. Limited paving areas include sidewalks, parking areas and driveways at all Main Toll Plazas within the scope of the Contract, , and along guardrails, curb/gutter areas, and concrete swales directly adjacent to planting beds and turf areas maintained under this Contract.

7.4.2 Thorough removal of all litter and debris from all planting and mulched areas (and limited paving areas) shall be performed during each 3-week detailing cycle All planting beds and tree rings, from right of way fence to right of way fence, within the project limits shall be free of all litter and debris. The generated material shall be collected and removed from the site prior to the maintenance personnel moving on to the next area or leaving the site for the day. Mulch, fronds, boots, and other plant debris on paving areas and roadside shoulders adjacent to planting areas shall also be collected and removed.

7.4.3 Removal of litter and debris shall be performed once (1) a week at all Main Toll Plazas within the scope of the Contract

7.4.4 All collected litter shall be removed daily. No collected litter shall be left on the project property overnight.

7.5 Mulching

7.5.1 The Contractor shall furnish and apply pine bark nuggets and pine straw mulch at ornamental planting beds, and tree rings each year beginning in May and completing the application by the end of July, or as directed by the CFX Director of Maintenance. "No-mow" buffer plantings shall not be mulched. The pine bark mulch shall be pine bark medium nuggets, 2" in size with no impurities such as foreign matter, large pieces of un-decomposed or shredded bark, or weed seeds. The pine bark mulch shall be clean, rustic in color, and shall smell fresh with no objectionable odor. The pine straw mulch shall be dry pine needles, free of noxious weeds.

7.5.2 The pine bark mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the ornamental planting areas and individual tree rings at all Mainline Toll Plazas and ramp toll booths within the scope of the Contract each year beginning in May and completing in July. The limits of bark mulch applications at main toll plazas and toll booths shall match previous applications. At toll booth locations where previous applications are not evident, limit the bark mulch to 150' along the ramp in both directions from the toll booth structure, or apply as directed by the CFX Director of Maintenance. If existing bark mulch depth is sufficient in some areas, only a top dressing is required. The Contractor shall submit a

representative sample of the bark mulch to the CFX Director of Maintenance for approval prior to performing the work.

7.5.3 The pine straw mulch shall be distributed uniformly to a total settled depth of 3" throughout all of the remaining ornamental planting areas, non-planted mulch areas, and individual tree rings located within the Contract limits (excluding No-Mow area plantings) that did not receive pine bark mulch and as directed by the CFX Director of Maintenance 7.5.4 Clippings left in place from the annual pruning of cord grass shall be dispersed throughout adjacent beds prior to installing pine straw mulch. Pine straw mulch shall cover all clippings. Measured 3" settled depth to include clippings.

7.5.4 Clippings left in place from the annual pruning of cord grass shall be dispersed throughout adjacent beds prior to installing pine straw mulch. Pine straw mulch shall cover all clippings. Measured 3" settled depth to include clippings.

7.5.5 The Contractor shall remove all mulch that has been displaced onto adjacent roadways, shoulders, drainage structures, turf areas, etc. during each 3-week detailing cycle.

7.5.6 The Contractor shall submit a request for approval to the CFX Director of Maintenance prior to placing mulch supply trailers on CFX property. See Section 4.2.2 - Operational Requirements for additional restrictions regarding mulch trailer usage.

7.5.7 Pine bark mulch and pine straw mulch shall comply with all applicable State of Florida mulch and compost laws and regulations. If mulch is delivered in bulk, provide documentation of content, quantity and weight at the time of application.

7.6 Fertilization

7.6.1 The ornamental shrub and groundcover fertilizer shall be granular 13-0-13 and shall be applied as described below. The Contractor shall provide the shrub and groundcover fertilizer, 13-0-13, containing the following:

- 13 % total nitrogen (containing 4.98 units of slow release nitrogen) derived from poly sulfur coated urea, ammonium sulfate, activated sewage sludge.
- 0% phosphorus.
- 13% potash (K2O) derived from muriate of potash and sulfate potash of magnesia.

The fertilizer shall include the following minimum percentages of micronutrients:

- 2.00 % Water soluble magnesium (Mg)
- 0.19 % Manganese (Mn)

- 0.06 % Copper (Cu)
- 3.00 % Iron (Fe)
- 0.06 % Zinc (Zn)
- 0.02 % Boron (B)
- 7.44 % Sulfur (f)
- 0.0005 % Molybdenum (Mo)
- 4.0 % Calcium (Ca)

7.6.2 Fertilizer shall be applied to all planting areas and tree rings (including all trees in No-Mow areas - except pines) three (3) times per year (March, June and September) at a rate of 7.5 pounds per 1,000 square feet of ornamental planting bed / tree ring or 327 lbs./acre, unless directed otherwise by the CFX Director of Maintenance. Fertilizer may be applied by hand or by a mechanical spreader (approved by the CFX Director of Maintenance) insuring uniform coverage. Application by hand shall be accurately performed or equipment shall be accurately calibrated to ensure that the specified application rate is followed. Fertilizer shall be applied to soil surface around each plant and not on plant crown. Fertilizer shall be applied when the shrub and groundcover material is dry and not over an early morning dew. Contractor to ensure that fertilizer is not left on foliage causing leaf burn.

7.6.3 Prior to the beginning of each application cycle, the Contractor shall first submit a copy of a state inspection of analysis of a random sample of the delivered fertilizer to be applied along with an actual certified fertilizer label for approval. If the fertilizer analysis does not meet or exceed the guaranteed analysis as stated on the product label (as determined by the CFX Director of Maintenance), the entire shipment may be rejected. The Contractor may request that a different random sample of the delivered fertilizer be re-analyzed for approval prior to replacing the entire shipment. The Contractor shall submit an actual certified fertilizer label, legible and otherwise suitable condition to the CFX Director of Maintenance for filing.

7.6.4 Fertilizer shall be stored in a dry location to avoid any moisture absorption; lumpy or wet fertilizer shall not be acceptable for application.

7.6.5 All fertilizer shall be kept out of water bodies and be removed immediately from all paved surfaces, concrete swales, walks, parking lots, and roadways.

7.6.6 If fertilizer is delivered in bulk, submit to the CFX Director of Maintenance documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide a sample bag tag and all product purchase and delivery

receipts to CFX Director of Maintenance to verify weight and content.

7.6.7 Daily Pesticide Application Records listing the fertilizer applied, rate of application, amount of fertilizer applied, and location of application shall be submitted to the CFX Director of Maintenance on a weekly basis.

7.7 Insect and Disease Control

7.7.1 All landscape areas shall be continuously monitored (scouted) for infestations of insects, (aphids, mites, thrips, caterpillars, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify the CFX Director of Maintenance of discovered infestations/diseases and request directions for proper treatment. The CFX Director of Maintenance shall also make periodic inspections of landscape areas to identify any infestations of insects or diseases and shall give directions to the Contractor for proper treatment. Once given application directions from the CFX Director of Maintenance the Contractor shall perform the treatment for proper control within one week of notification or shall inform the CFX Landscape Architect within three days of notification of a proposed later application date. The CFX Director of Maintenance shall determine if the application should take precedence over the performance of other scheduled tasks. Any treatments requiring multiple applications shall be performed at the intervals specified.

7.7.2 Applications required to control identified infestations of insects and plant diseases which threaten the health and vigor of existing plant material (other than the preventative applications listed in subsection 7.7.7) shall be performed as directed by the CFX Director of Maintenance as part of this Contract. Payment for applications will be made from the Work Order/New Construction Allowance.

7.7.3 The Contractor shall follow all requirements as specified in section 5.0, Chemical Applications, for the performance of all pesticide and fungicide applications.

7.7.4 The Contractor shall notify the CFX Director of Maintenance of any scheduled treatment prior to the execution of any chemical application. No applications shall be performed without prior notification to the CFX Director of Maintenance. The Contractor may be required to re-perform any application performed without prior notification to the CFX Director of Maintenance.

7.7.5 All over spray shall be prevented and contact with the public, their property or pets shall be strictly avoided.

7.7.6 All fire ant mounds located in planting areas or on paving areas directly adjacent to planting areas are to be spot- treated with 'Orthene' insecticide whenever mounds are observed. Applications shall be performed, at minimum, during each three (3) week maintenance cycle (17 cycles / year). Previously treated, non-active mounds shall be

knocked down during the next detailing cycle and the soil dispersed and then covered with mulch. Re-treat mounds as necessary to kill ant colony.

7.7.7 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.

7.7.8 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1).:

- Cord grass, Fakahatchee grass, Gulf Muhly grass – Perform one (1) drench spray application (January) (following the completion of the annual Cordgrass, Fakahatchee, pruning) with Prescription Treatment Ultra-Fine Oil to control scale. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply directly into pruned plant crown (drench) to thoroughly coat all leaf blade surfaces. Applications may be made to sections of pruned grasses as the pruning proceeds in order to expedite the work.

- Nerium Oleander and Dwarf Oleander - Perform one (1) foliar / stem drench application with 'Prescription Treatment Ultra-Fine Oil' (March) to control Snow Scale. Apply 'Prescription Treatment Ultra-Fine Oil 'at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all stem surfaces. Perform application immediately following annual pruning.

- Junipers (including Southern Red Cedars and Torulosa Junipers) (not located at Main Toll Plazas) - Perform two (2) foliar applications (June – repeat at 7 day interval) with 'Ardent' - or as directed by the CFX Director of Maintenance, to control mites. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Prune dead / damaged material prior to application as directed.

- Coontie Palms (including at Main Toll Plazas - Perform four (4) foliar applications with Prescription Treatment Ultra-Fine Oil (2x) (March – repeat at 7 day interval) and (2x) (as directed – repeat at 7 day interval) to control scale. Apply at a mixing rate of 2.0 gallons / 100 gallons of water and provide constant mixture agitation during application. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Follow up 2nd oil applications at a (2) week interval with pressure washing of plant material (April and July) to remove sooty mold.

- All Plant Material (except ornamental grasses and Coontie palms) at Main Toll

Plazas- Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.

- All Plant Material (except ornamental grasses and Coontie palms) at Main Toll Plazas - Perform six (6) foliar applications alternating with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) (March - repeat at 14 day interval) alternating with 'Heritage' (2x) (May – repeat at 28 day interval - June) and followed by another tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) August - repeat at 14 day interval) Foliar Apps for Leaf Spot, etc. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Spray foliage to cover upper and lower surfaces of leaves.

- All Plant Material at Main Toll Plazas and all Oleander, Fakahatchee, Coontie, and Plumbago Plantings – Perform two (2) drench applications with 'Merit 2F' insecticide (1x) – April following annual pruning of Plumbago and (1x) as directed by the CFX Director of Maintenance for Thrips, Aphids, Scale, and Caterpillars. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 10 gallons of mixture / 1,000 square feet of bed area. **DO NOT APPLY TO FIREBUSH.**

- All Plant Material at Main Toll Plazas (except ornamental grasses, and Coontie palms), and all Oleander, Fakahatchee, and Plumbago Plantings – Perform two (2) foliar applications with 'Conserve SC' (2x) (June-repeat at 7 day interval) or as directed by the CFX Director of Maintenance, to control Thrips. Limits of application locations based on scouting. Apply 'Conserve SC' at a mixing rate of 11.0 fl oz / 100 gallons of water. Provide complete and uniform coverage to all plant leaf (upper and lower) surfaces and stem surfaces.

- All Plant Material at Main Toll Plazas (except ornamental grasses, and Coontie palms), and all Oleander, Fakahatchee, and Plumbago Plantings – Perform two (2) foliar applications alternating with 'Ardent' (1x) followed at a 14 day interval by 'Tristar' (1x) combined with 'Lure' (1x) insecticide (September) as directed by the CFX Director of Maintenance to control Thrips. Limits of application locations based on scouting. Apply 'Ardent' at a mixing rate of 8.0 ounces / 100 gallons of water. Apply 'Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include Lure at a mixing rate of 32 oz / 100 gallons of water and A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces. Localized applications may be

directed to control limited pest pressure.

- All Plant Material at Main Toll Plazas Dune Sunflower, and Junipers (including Southern Red Cedars and Torulosa Junipers) (not located at Main Toll Plazas) - Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of bed area.

- All Plant Material at Main Toll Plazas, Dune Sunflower, and Junipers (including Southern Red Cedars and Torulosa Junipers - not located at Main Toll Plazas) - Perform six (6) foliar applications alternating with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x-March - repeat at 14 day interval and 2x-August- repeat at 14 day interval) alternating with 'Heritage' (2x-May to June – repeat at 28 day interval) Foliar Apps for Leaf Spot, Powdery Mildew, and Phompsis Blight.. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Apply 'Heritage' at a mixing rate of 3 fl oz / 100gallons of water. Spray foliage to cover upper and lower surfaces of leaves.

- Fakahatchee grass - Perform two (2) spray / drench applications with 'Ardent' (2x at 7 day interval) following 2nd late season pruning to control identified Scale and Mite damage. Grasses in entire planting bed (not just damaged plantings) (or as directed by the CFX Director of Maintenance) are to first be pruned to 18" height. Apply 'Ardent' at the mixing rate of 6.0 fluid ounces / 100 gallons of water. Apply directly into pruned plant crown to thoroughly coat all leaf blade surfaces. Apply Ardent to dwarf Fakahatchee grass, as well (do not prune dwarf Fakahatchee grass).

- Oleanders and Fire Bush – Perform two (2) foliar applications with 'Bifen IT' as directed by the CFX Director of Maintenance to control caterpillars and aphids. Apply 'Bifen IT' at the mixing rate of 21.7 ounces / 100 gallons of water. Localized applications may be directed based on scouting to control limited pest pressure.

7.7.8 All specified applications shall be performed on schedule as listed in the Annual Landscape Maintenance Schedule (Attachment #1). CFX reserves the right to cancel any application that is not performed on schedule and to deduct the cost of the application (based on the submitted Bid Form) from the Contractor's monthly compensation. Prior to the scheduled performance of an application, the Contractor may request a postponement or adjustment of its execution date for consideration by

the CFX Director of Maintenance. A postponement request does not relieve the Contractor of its obligation to perform the application on schedule as specified.

7.7.9 The Contractor shall perform all specified or directed applications at the specified intervals, with the specified mixing and application rates, using the correct application technique, and including all specified additives as listed above or as directed by CFX Director of Maintenance.

7.7.10 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.

7.8 Hand Watering

7.8.1 If determined necessary for the survival of existing plant material during periods of severe drought or to establish replacement plant material, the Contractor shall promptly provide hand watering, as directed by the CFX Director of Maintenance, for all plant material not fully covered by irrigation. Hand watering shall be paid for out of the Work Order/New Construction Allowance at an agreed unit price per 2,000 gallons.

7.8.2 Water source for all hand watering shall be provided by the Contractor. All watering equipment shall be provided by and be the responsibility of the Contractor.

7.8.3 Water trucks shall be provided by the Contractor as directed by the CFX Director of Maintenance. Water trucks shall be equipped with a rear mounted arrow board that adheres to current MUTCD standards while operating on roadsides. A safety vehicle shall be provided by the Contractor and shall follow the water truck as it enters and leaves the shoulder locations, as well as during the water application within the shoulder locations. All operational procedures are subject to review and approval of the CFX Landscape Architect.

7.8.4 At the first sign of drought stressed condition of plant material, the Contractor shall promptly notify the CFX Director of Maintenance and request approval to begin hand watering. The Contractor shall perform hand watering of plant material as directed by the CFX Director of Maintenance.

8.0 TREE CARE

8.1 Description

8.1.1 Work to be done consists of pruning, weeding, litter and debris removal, mulching, staking, fertilizer application, insect and disease control, and tree removal at all existing ornamental (non- natural area) trees (including No-Mow areas) located at all CFX toll facilities, and right of way locations as described in Section1.0 Project Scope. Detailing of all planted and mulched areas (including No-Mow areas) located on the CFX system within the project scope shall be performed once every three (3) weeks, with seventeen (17) 3-week maintenance cycles being performed per year. Tree care activities (pruning, weeding, litter and debris removal, staking, and removal of dead small caliper trees) shall be performed as necessary every three (3) weeks in conjunction with the ornamental planting areas detailing cycles. Chemical applications for insect and disease control and fertilizer applications shall be performed periodically as described below.

8.1.2 Tree care maintenance activities are to be performed as described herein and as noted in the Annual Landscape Maintenance Schedule (Attachment #1). The Schedule lists the frequency and intervals of all specified tree care tasks and shall be exactly followed in the performance of these tasks unless directed otherwise by the CFX Director of Maintenance.

8.1.3 Re-performance of any tree care maintenance task, or re-application of any pesticide or fertilizer required, due to the Contractor's negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense. Re-application shall be initiated within one week of written notification unless directed otherwise by the CFX Director of Maintenance. The cost of any application (based on the submitted Bid Form) not re-performed as directed may be deducted from the Contractor's monthly compensation.

8.1.4 Any turf or ornamental plant material damaged due to improper tree care maintenance activities shall be replaced by the Contractor, at no additional cost to CFX.

8.2 Pruning

8.2.1 Pruning in general shall consist of the removal of dead, broken, fungus-infected, insect-infected, superfluous, and intertwining branches, vines and the removal of dead or decaying stumps and all other superfluous growth within the project limits. The Contractor shall perform Class I and Class II pruning to all trees within the project limits as necessary to promote the safety and security of the CFX employees and customers by removing obstructions of roadway signage, ITS devices, roadway and toll plaza lighting; to provide clear views at pedestrian crossings and ramp interchanges; to provide clearance for mowing activities; to remove all dead/diseased/damaged wood and promote intended growth patterns and maximize aesthetics. Class I pruning shall mean pruning of all limbs and branches up to 1" in

diameter and shall be performed throughout the year during the three-week detailing cycles. Class II pruning shall be performed once a year as directed by the CFX Director of Maintenance. Class II pruning shall mean pruning of all limbs and branches between 1 ½" and 2" in diameter. Required pruning activities do not include canopy thinning. Only Class II pruning as directed by the CFX Director of Maintenance for aesthetic reasons shall be paid for out of the Work Order/New Construction Allowance.

8.2.2 Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not acceptable work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.

8.2.3 The Contractor shall remove all sucker growth from the base of all ornamental trees (including "No-Mow" buffers) during each 3-week maintenance cycle.

8.2.4 During each 3-week cycle and / or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches, palm fronds, and vegetation overhanging and / or coming in contact with the building and roadway structures (i.e. main toll plazas, toll booths, roadway signage structures, ITS devices, bridges, sound walls, guardrails, etc.).

8.2.5 The Contractor shall immediately remove any limbs, which, in the opinion of the CFX Director of Maintenance pose a threat to public safety (i.e., blocking vehicular sight distances, overhanging roadsides, overhanging pedestrian walkways, etc.). The Contractor shall provide equipment as necessary at no additional cost to the CFX.

8.2.6 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall be performed as necessary to remove branches and vegetation damaged / downed by storms, traffic accidents, etc.

8.2.7 During each 3-week detailing cycle and/or as directed by the CFX Director of Maintenance, pruning shall also be performed, as necessary, to eliminate sight distance blockage interfering with various site elements, traffic control/information signs, pedestrian crossings, ramp interchanges, etc. Contractor shall continuously monitor and maintain 500' clear visibility distance (from outside "slow" lane) to all roadside signage.

8.2.8 The Contractor shall discuss pruning technique and methodology with and receive authorization from the CFX Director of Maintenance prior to proceeding with pruning of following items:

- Oaks - Generally prune trees to maintain the desired uniform natural appearance by thinning or tipping. A prominent central leader should be

visible. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian clearance. The canopy of Oak trees shall not be lifted more than 8' from the ground at main toll plazas, ramps and in all turf areas to facilitate mowing operation underneath the tree canopy. All sucker growth shall be removed during each three-week maintenance cycle.

- Crape Myrtle – All crape myrtle trees shall be pruned in February, as directed by the CFX Director of Maintenance, to maintain a round head. Initial pruning each year shall be directly supervised by the CFX Director of Maintenance to ensure proper techniques are used throughout the system. All annual Crape Myrtle pruning is to be completed by the end of February as directed by the CFX Director of Maintenance. Severe topping shall not be performed. All sucker growth shall be removed during each three-week maintenance cycle.

- Ligustrum – All ligustrum trees shall be hand clipped as necessary to maintain an 18" clearance from adjacent structures, to maintain a 7'-0" vertical clearance over pedestrian walkways, and to maintain a mushroom shaped form as directed by the CFX Director of Maintenance. Hand clipping also shall be performed to remove sucker growth during each three-week maintenance cycle.

- Magnolias - Prune only sucker growth and to maintain an attractive, pyramidal appearance. Lower foliage shall be retained unless additional removal is directed by the CFX Director of Maintenance. Do not lift more than 2' above finish grade unless necessary to create separation between lower foliage and exiting shrubs.

- Sabal Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown from all sabal palms located at all Main Toll Plazas two (2x) times per year in January and July. Dead fronds on palms located in other areas shall remain on the trees and be removed offsite, along with boots and debris, when they fall from the tree. Initial pruning each cycle shall be as approved by the CFX Director of Maintenance. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.

- Pindo Palms - The Contractor shall remove seed heads, dead fronds, and any fronds below the midpoint of the tree crown two (2x) times per year in January and July from of all Pindo palms as directed by the CFX Director of Maintenance. Initial pruning each cycle shall be as approved by the CFX Director of Maintenance. Pruning cycles shall not be performed without prior approval by the CFX Director of Maintenance.

- Cypress, Maples, Sycamores, Bay Trees, Drake Elms – Prune only as directed by the CFX Director of Maintenance. All sucker growth is to be removed during each three-week maintenance cycle.

8.2.9 Contractor shall prune all ornamental trees not listed above once (1) yearly during late winter/early spring (late February - March) or as directed by the CFX Director of Maintenance.

8.3 Weed Control

Contractor shall perform weed removal from all tree rings within the project limits (excluding No-Mow area plantings) during each three-week cycle as described in section 7.3 above.

8.4 Litter and Debris Removal

Contractor shall perform litter and debris removal from all tree rings within the project limits (including No-Mow area plantings) during each three-week cycle as described in section 7.4 above.

8.5 Mulching

Contractor shall maintain 60" minimum diameter mulched tree rings at all trees located in turf areas within the project limits (excluding No-Mow area plantings) or as directed by the CFX Director of Maintenance. See section 7.5 above for specifications regarding mulch type, depth, and installation/maintenance requirements.

8.6 Fertilization

8.6.1 Contractor shall fertilize all ornamental trees located within the project limits (including No-Mow area plantings), except pines, with 13-0-13 as per the specifications listed in section 7.6 above.

8.7 Insect and Disease Control

8.7.1 All landscape areas within the project limits shall be continuously monitored for infestations of insects, (caterpillars, mites, borers, scale, fire ants, etc.), and plant diseases. Contractor shall immediately notify CFX Director of Maintenance of discovered infestations/diseases and request directions for proper treatment. Once

given application directions from the CFX Director of Maintenance, the Contractor shall immediately perform the treatment for proper control. Contractor shall submit a daily Pesticide Application Record (provided by the CFX Director of Maintenance) reporting the application activities report to the CFX Director of Maintenance on a weekly basis.

8.7.2 When the spreader sticker A-S Complex is specified in a listed application, the minimum mixing rate of 16 fluid ounces / 100 gallons of water (12 fl oz / 75 gal) shall be followed.

8.7.3 The following insecticide and fungicide applications shall be performed by the Contractor as noted herein and as listed in the Annual Maintenance Schedule (Attachment #1):

- Crape Myrtles – Perform four (4) drench applications alternating with 'Banrot 40WP' (2x) (March, July) and 'Subdue MAXX' (2x) (May, September) Fungicides for Root Rot. Apply 'Banrot 40WP' at a mixing rate of 10 oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area. Apply 'Subdue MAXX' at a mixing rate of 2.0 fl oz / 100 gallons of water and apply at 100 gallons / 400 square feet of root ball area.

- Crape Myrtles –Perform four (4) foliar applications alternating with 'Heritage' (2x) (May - June at 28 day interval) with a tank mixture of 'Cleary's 3336' and 'Flowable Mancozeb' (2x) (August at 14 day interval) or as directed by the CFX Director of Maintenance, to control powdery mildew. Apply 'Heritage' at a mixing rate of 2.0 fluid oz / 100 gallons of water. Apply 'Cleary's 3336' at a mixing rate of 12 fl oz and 'Flowable Mancozeb' at a mixing rate of 32 fl oz / 100 gallons of water. Spray mixtures to include A-S Complex spreader sticker.

- Crape Myrtles –Perform two (2) drench applications with 'Merit 2F' (2x) (April, July) insecticide, or as directed by the CFX Director of Maintenance, for Aphids. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water and apply at 20 gallons of mixture / 1,000 square feet of root ball area.

- Crape Myrtles –Perform two (2) foliar applications with 'Tristar' insecticide as directed by the CFX Director of Maintenance to control aphids. Apply Tristar' at a mixing rate of 5 oz / 100 gallons of water. Tristar spray mixture to include A-S Complex spreader sticker. Apply to thoroughly coat all plant leaf (upper and lower) surfaces and stem surfaces.

- Magnolias – Perform three (3) foliar applications of a combination of 'Prescription Treatment Ultra-Fine Oil' insecticide and 'Cleary's 3336' fungicide (March, June, and September) or as directed by the CFX Director of Maintenance to control scale and sooty mold. Apply Prescription Treatment

Ultra-Fine Oil at the label rate of two (2) gallons / 100 gallons of water and Cleary's 3336 at a mixing rate of 14 fluid ounces / 100 gallons of water. Provide constant mixture agitation during application.

- Palm Trees - Monitor for signs of Ganoderma Zonatum 'Butt Rot' (fungal brackets on trunk, mushrooms at base, or softness of trunk). When identified by either the Contractor or the CFX Director of Maintenance, the infected tree shall be immediately removed including the stump and entire root mass to an offsite location and destroyed. The cost of the removal will be paid for from the Work Order/New Construction Allowance.

- Pindo Palms,– Perform four (4) bud drench applications of 'Aliette WDG' fungicide (March, May, July, and September) or as directed by the CFX Director of Maintenance. Apply Aliette WDG at a mixing rate of 2.5 pounds / 100 gallons of water. Use proper equipment and sufficient quantity of material to thoroughly soak palm bud.

- Pindo Palms,– Perform four (4) root drench applications of 'Banrot 40WP' fungicide (March, May, July, and September) or as directed by the CFX Director of Maintenance to control root rot. Apply at a mixing rate of 8.0 ounces / 100 gallons of water per 400 square feet (equivalent to 1 quart / sf) of bed area.

- Pindo Palms, - Perform two (2) bud drench applications of 'Merit 2F' insecticide (March and July) or as directed by the CFX Director of Maintenance to control weevils. Apply 'Merit 2F' at a mixing rate of 1.5 oz / 100 gallons of water.

8.7.4 Any re-application of pesticides or fungicides required due to Contractor negligence or improper application (as determined by the CFX Director of Maintenance) shall be provided at the Contractor's expense.

8.8 Hand Watering

Contractor shall perform hand watering at any trees located within the project limits as directed by the CFX Director of Maintenance and as per the specifications in section 7.8 above.

8.9 Staking

8.9.1 The Contractor shall ensure all newly installed and existing trees are maintained in a straight and plumb position (including No-Mow area plantings), Tree staking inspection and correction shall occur during each three-week maintenance cycle.

8.9.2 Contractor shall provide, install and maintain staking / guying material as necessary to secure trees in straight and plumb position.

8.9.3 The Contractor shall use only staking and guying material shall be approved by the CFX Director of Maintenance prior to use. The Contractor shall install all staking / guying material in a manner that does not damage the tree.

8.9.4 Remove staking / guying material only as directed by the CFX Director of Maintenance.

8.10 Tree Removal

8.10.1 Contractor shall be required to remove any tree, as directed by the within the project limits. Payment from tree removal and disposal for trees larger than 3" caliper will be made from the Work Order/New Construction Allowance. Smaller caliper trees, 3" or less, which can be cut at ground level, shall be removed (as directed by the) at no additional cost to the CFX.

8.10.2 The removal of trees shall be performed so as not to damage adjacent healthy trees and shall be accomplished by removing and lowering to the ground suitable sized sections of limbs or trunk starting at the top and working progressively downward to the ground. The main trunk shall be sawed at or below the ground surface.

8.10.3 Before making any cuts, suitable ropes, slings, guide lines, and block and tackle shall be securely fastened to the section to be removed in a manner that will prevent free, rapid, uncontrolled descent of that section. All safety precautions must be observed to avoid injury.

8.10.4 No limb or section of a tree shall be left in place after the first cut has been made for its removal.

8.10.5 Stumps shall not be left on-site. Contractor shall grind large hardwood stumps to level of finish grade as directed by CFX Director of Maintenance. Stump grinding and removal shall be paid for from the Work Order/New Construction Allowance.

8.10.6 Palm trees determined to be infected with Ganoderma Zonatum 'Butt Rot' shall be entirely removed, including stump and root mass, and shall be immediately and properly disposed of off-site. Stump grinding of palms with Ganoderma Zonatum is strictly prohibited.

8.10.7 All underbrush, shrubs, and trees removed shall be immediately and properly disposed of off-site.

8.10.8 Contractor shall provide, install, and compact to level grade a sufficient quantity of accepted fill soil as necessary to re-establish original grade.

9.0 NO-MOW AREAS

9.1 No-Mow Areas are described as specific locations on the CFX system within the project limits where trees (pines, oaks, maples, and cypress) and large shrubs (wax myrtles, Viburnum obovatum, fire bush, saw palmetto, etc.) are planted closely together creating visual barriers (buffers) to on-site and off-site views. The existing bahia turf between the trees is left un-mowed, creating a naturalistic appearance. No-Mow area limits-of-work extend 36" into adjacent turf areas from the outermost tree trunk or understory shrub edge in the planting. All No-Mow areas to be maintained under this Contract are delineated in the No-Mow Area Reference Maps (Attachment #3).

9.2 All No-Mow areas shall be maintained during each three-week detailing cycle in terms of litter and debris removal and pruning and removal of dead plant material as described in Section 7.0 Shrubs/Vines/ Groundcover Care and in terms of tree pruning and staking in Section 8.0 Tree Care. Weed removal "cleaning" shall occur three (3) times a year as described below.

9.3 The Contractor shall be responsible for the complete removal of all noxious weeds (e.g., dog fennel, ragweed, Spanish needle, guinea grass, primrose willow, etc.) and all climbing vines three (3) times a year (April, July, and October) from each No-Mow area location within the project limits. Each "cleaning" cycle shall be completed in its entirety at all No-Mow areas within sixty (60) days.

9.4 The removal of all weeds shall be performed in a manner that will not be detrimental to any surrounding desirable vegetation (Bahia turf, Slash Pines, Oaks, saw palmetto, etc.) Hand pulling and removal of weed growth is recommended. The use of pre- or post-emergence herbicides is prohibited within the No-Mow area limits. String trimming is prohibited within the No-Mow area limits.

9.5 Mulching of No-Mow areas is permitted where turf growth is sparse. Mulch coverage shall be maintained during each 3-week cycle. Slope stabilization shall not be compromised due to loss of turf removed or shaded out by excessive mulch coverage. Slope failure caused by intentional turf removal or turf lost due to Contractor negligence shall be repaired by the Contractor at no additional cost to the CFX.

9.6 All debris generated from the cleaning of each No-Mow area shall be collected and removed from the site. Debris shall be allowed to be left onsite for no more than two days before it shall be collected and removed. No collected debris shall be left on the project property over the weekend.

9.7 Any re-performance of weed removal, (or other specified maintenance task) required due to Contractor negligence or incomplete performance (as determined by the CFX Landscape Architect) shall be provided at the Contractor's expense. Any turf or plant material damaged

due to improper maintenance activities (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor, at no additional cost to the CFX.

10.0 IRRIGATION SYSTEMS

10.1 General Requirements

10.1.1 The Contractor shall be responsible for the monitoring, adjustment, maintenance, and repair of the irrigation systems at all Mainline Toll Plazas within the project scope, to ensure that all plant material watered by each system receive sufficient moisture to maintain plant health and vigor.

10.1.2 The Contractor shall assign a specific individual to be the project Irrigation Manager, as stated in section 2.3 - Contractor's Personnel, Subcontractors and Sub-consultants. The Irrigation Manager will be the CFX Director of Maintenance point of contact regarding all CFX irrigation system issues. The Irrigation Manager shall perform / review all inspections and schedule and over-see all necessary repairs, upgrades, adjustments, etc. to all CFX irrigation systems as necessary or as directed by the CFX Director of Maintenance.

10.1.3 The Contractor shall promptly perform system repairs as necessary to ensure continual, full operation of all system parts with limited disruption of the irrigation program. The cost of the repair/replacement of pumps, timers, and control valves shall be paid for from the Work Order/New Construction Allowance. The cost of all other system repairs/replacements shall be included as part of this Contract.

10.1.4 Each automatic irrigation system shall be programmed, as necessary, to provide watering frequency sufficient to replace soil moisture at the plant material root zone.

10.1.5 All irrigation systems shall run between 12:00 a.m. and 6:00 a.m. at all Mainline Toll Plazas and in accordance with water usage restrictions in effect through the St. Johns River Water Management District. Any digression from this schedule requires the approval of the CFX Director of Maintenance.

10.1.6 Any modifications to the irrigation systems shall be submitted to the CFX Director of Maintenance in writing for approval. If the original request is not satisfactory to the CFX Director of Maintenance an alternate plan may be requested. The Contractor shall submit detailed "as-built" record drawings to the CFX Director of Maintenance within thirty (30) days after work is completed.

10.1.7 The Contractor shall provide qualified, certified and capable subcontractors and suppliers to supply services and parts that are equal to or better than the services and parts that were previously used or found in use and with 100% compatibility with existing equipment. All parts are subject to approval by the CFX Director of Maintenance prior to installation.

10.1.8 The Contractor shall prepare an estimate of cost for parts/tests and labor and receive a work order from the CFX Director of Maintenance prior to proceeding with any repair and/or replacement of equipment. The work order will indicate the work to be performed and the agreed compensation.

10.1.9 The Contractor shall guarantee for the entire length of the Contract term, (5) years, the workmanship of a repair. In the event the repair fails within the guarantee period and such failure is the result of the parts provided by the Contractor or the workmanship of the Contractor, the corrections shall be made by the Contractor at no additional cost to the CFX.

10.2 Monitoring/Adjustments

10.2.1 The Contractor shall inspect the entire operation of each system all Mainline Toll Plazas within the project scope and perform any maintenance required to keep system fully operational no less than once each month and perform any maintenance required to keep system fully operational and perform any adjustments to the system or timer to ensure optimum turf health in response to weather conditions. A written Monthly Inspection Report shall be forwarded to the CFX Director of Maintenance once each month. Contractor shall submit report format to the CFX Director of Maintenance for approval. During each inspection, the Contractor shall perform the following:

- Activate each zone of the existing system.
- Visually inspect the operation of <u>all</u> spray heads and check for, report, and immediately repair any damaged heads or ones needing repair.
- Immediately adjust any heads as necessary to ensure that overspray is not occurring on buildings, walkways, roadways or any other structures.
- Ensure the proper operation of all spray heads and that coverage to target planting areas is sufficient for proper healthy landscape growing conditions.
- Spot check the proper function of drip irrigation lines in each zone by excavating varying sections of the line. Re-bury exposed sections following inspection.
- The flush valve on the end of drip irrigation lines in each zone shall be opened and the line flushed for a minimum of one minute or longer as necessary until the water flows clear from the valve.
- Adjust the zone run times and number of watering days as necessary in response to current weather conditions to ensure optimal moisture is provided for proper healthy landscape growing conditions.

10.2.2 The Contractor is responsible for making any adjustments required to the controllers to ensure the desired moisture level is being provided for all plantings as they relate to seasonal changes, weather conditions, and soil conditions.

10.2.3 Spray patterns for all irrigation heads shall be adjusted, if required for proper coverage, when

detected by the Contractor or as directed by the CFX Director of Maintenance.

10.2.4 Any adjustments to the spray nozzles, spray patterns, controllers, etc., required to provide optimum growth of the landscape shall be performed by the Contractor.

10.3 Valve/Valve Boxes

10.3.1 The Contractor shall provide miscellaneous cleaning of valves for proper functioning once annually in February and on an as needed basis. Valve cleaning activities shall be described in submitted Monthly Irrigation Reports.

10.3.2 The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, per the original construction details.

11.0 PLANT REPLACEMENT

11.1 During the Contract term, any plant material under the care of the Contractor that dies or is severely damaged due to the negligence of the Contractor (as determined by the CFX Director of Maintenance) shall be replaced at no cost to the CFX. The CFX Director of Maintenance shall determine the extent of the lost / damaged material to be replaced and shall prepare a Plant Replacement List and Plant Replacement Map(s) to be forwarded to the Contractor. Upon receipt of the Plant List and Plant Replacement Map(s), the Contractor shall submit tentative installation schedule for review and approval. The Contractor shall begin the replacement effort within (30) days of receipt of the Plant List and Plant Replacement Map(s). The plant replacement installation work, once begun, shall proceed uninterrupted until completion and acceptance by the CFX Director of Maintenance. In the event that a required plant replacement effort is not performed as directed or is not performed within the time frame listed above, the CFX reserves the right to withhold the amount for the replacement material (based on average current industry costs) from the Contractor's monthly compensation until the work is completed to the CFX's satisfaction.

11.2 Restoration of existing landscape plantings that have been damaged, removed, or lost by no fault of the Contractor shall be repaired and replaced by the Contractor as directed by CFX Director of Maintenance. The work consists of providing all labor, equipment, materials and incidentals necessary to perform the site restorations, plantings, and establishment watering. Pricing for repairs and restoration shall be submitted to the CFX Director of Maintenance for review and approval prior to the performance of any work. The submitted costs shall include the cost of the removal of existing plant material and site restoration as directed by CFX Director of Maintenance, the price of the replacement material, installation, mulching, staking as necessary, establishment period maintenance, and a (365) days for shrubs, vines, and groundcovers; and a (730) days for trees and palms replacement guarantee. Establishment watering shall be provided by the Contractor as necessary to maintain the installed material in Florida No. 1 condition.

Pricing for establishment watering shall be based on a Contractor submitted unit cost. The submitted establishment watering unit cost shall include the price of labor, equipment, and material to provide and apply 2,000 gallons of water to roadside locations as directed. Planting and watering costs and shall be paid for out of the Work Order / New Construction Allowance.

11.3 Upon completion of installation and acceptance by the CFX Director of Maintenance, the establishment period (365) days for shrubs, vines, and groundcovers; and a (730) days for trees and palms; shall begin during which the Contractor shall provide establishment watering and maintenance as necessary to promote optimal plant health.

11.4 Upon installation, the replacement material shall be included in the ongoing Contract scheduled and as directed maintenance tasks and applications (including pest / disease control, fertilization, etc.). Any additional mulching as necessary following planting shall be performed as directed by the CFX Director of Maintenance.

11.5 Payment for all Contract specified maintenance tasks and applications (including additional mulching) performed in the care of the replacement material shall be from the Work Order / New Construction Allowance and shall be based upon the current Contract Price Proposal unit costs.

11.6 During the establishment period, any plant material that shows indication of non-survival or lack of health and vigor, or which fails at any time to qualify for the minimum grade as originally specified, will be rejected by the CFX Director of Maintenance and shall be replaced, at no additional cost to the CFX, within (21) days of notification of rejection, The new material shall begin a one-year or two-year establishment period from the new date of installation.

11.7 All plant material provided by the Contractor shall be Florida #1 or better as outlined in the 'Florida Grades and Standards for Nursery Plant Material'. All plant material is subject to review and approval by the CFX Director of Maintenance.

11.8 The Contractor shall provide additional manpower and equipment as necessary to complete the plant replacement projects within the time frame of the approved installation schedule. The manpower and equipment provided shall be in addition to the minimum required (as stated in section 2.3) for the accurate performance of the Contract specified and directed maintenance tasks and applications.

11.9 All operations and procedures stated in section 4.0 shall be strictly adhered to in the performance of any plant replacement projects, particularly the safety requirements for roadside operations. Watering trucks shall have an arrow board that adheres to current MUTCD standards while operating on roadsides. All operational procedures are subject to review and approval of the CFX Director of Maintenance.

11.10 Any lane closures required for the installation of material shall be performed as per CFX and MUTCD standards.

12.0 ADDITIONS TO PROJECT SCOPE

During the three (3) year Contract term and possible two (2) one-year extensions, it is anticipated that numerous landscape improvement projects on the CFX system will be designed, completed, and added to the Contract scope. The Contractor shall inspect the newly installed material under each project and notify the CFX Director of Maintenance as to any problems or concerns that should be addressed prior to accepting the improvements for maintenance. Upon acceptance of the project for maintenance, the Contractor assumes full responsibility for the continued health of the plant material. Any material lost or damaged after acceptance due to negligence on the part of the Contractor (as determined by the CFX Director of Maintenance) shall be replaced by the Contractor at no cost to the CFX. The Contractor will not be responsible for plant material lost due to uncontrollable circumstances (i.e., traffic accidents, incurable plant diseases - Ganoderma Zonatum, damage by others, etc.). The Contractor may submit, for review by the CFX Director of Maintenance, any requested changes to the price proposal based on the lowest unit costs from the initial Contract pricing or current pricing in effect based on CPI index changes incorporated for renewal years 4 thru 5.

Upon receipt of written acceptance by the Contractor of the landscape improvements, the Contractor shall begin performance of all maintenance tasks pertaining to the newly added material as per the Contract specifications and the Annual Landscape Maintenance Schedule. The Contractor is responsible for the performance of all scheduled tasks from the start date noted by the CFX Director of Maintenance.

13.0 ROADWAY CONSTRUCTION PROJECTS

During the Contract term, sections of the CFX system may be removed from the Contract scope due to ongoing roadway improvement construction projects. When landscape improvements currently maintained under the Contract are removed from the project scope, the cost to CFX for the maintenance tasks to be performed in those areas shall be deducted from the monthly invoices submitted by the Contractor. The amount of the construction deduction shall be calculated based on pricing from the Price Proposal, required maintenance tasks listed in the Annual Maintenance Schedule, and plant material and right of way area quantities determined from site maps and field inventories. The CFX Director of Maintenance will forward to the Contractor a spread sheet identifying the information used to determine each monthly deduction and a listing of the deduction totals. The information shall be sent via email no later than one week prior to the end of each month.

14.0 EMERGENCY RESPONSE

14.1 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc., stipulated in this Scope of Services. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by the Contract.

Response time, unless otherwise directed by the CFX Director of Maintenance, required by the Contractor for various maintenance activities is as follows (none posing a public safety hazard):

- Irrigation adjustments (controller, valves, spray heads) - 24 hours
- Removal of litter / debris generated by landscape maintenance activities - 24 hours
- Standard repairs - one week
- Plant material replacement – one month

Should the Contractor fail to respond to a request for any services addressed herein within the required allotted time, the CFX will, at the Contractor's sole expense, provide the requested services.

14.2 Emergency Response Plan

The Contractor shall develop, prepare and implement an Emergency Response Plan (ERP) to address emergency situations including, but not necessarily limited to:

- Irrigation line breaks
- Irrigation equipment failures
- Downed trees

Additionally, the ERP shall address the following:

- Responsible parties to be notified.
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency.
- Procedures for notifying the CFX Director of Maintenance, utility companies and others affected by the listed emergency.

Four (4) copies of a draft of the plan shall be submitted to the CFX Director of Maintenance within 30 days after the date of the Notice to Proceed. The CFX Director of Maintenance will review the plan and meet with the Contractor to resolve any concerns and to finalize the plan. A final plan, including all corrections/changes required by the CFX Director of Maintenance shall be submitted by the Contractor within 60 days after the Notice to Proceed.

15.0 WORK ORDER / NEW CONSTRUCTION ALLOWANCE

15.1 The CFX has established a Work Order / New Construction Allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated as new landscape construction projects or repair and renovation areas added to the Contract scope.

15.2 Unless necessitated due to Contractor negligence or failure to perform, payment will be made to the Contractor from the Work Order / New Construction Allowance for the following work activities authorized and accepted by the CFX Director of Maintenance:

1. Tree removal and disposal (solid trunk with 3"+ caliper).
2. CFX Director of Maintenance directed cycles/frequencies of mowing, weed/disease/insect control, fertilizer/fungicide applications, plant/tree trimming, pruning and shaping exceeding the cycles/frequencies specified herein.
3. Irrigation system repairs (Repair/replacement of pumps, timers, and control valves only) and modifications / additions to systems as directed by the CFX Director of Maintenance.
4. CFX directed plant replacement (repair and renovation projects). (Not due to Contractor negligence)
5. Work performed as directed by CFX Director of Maintenance in areas removed from the project scope due to roadway construction.
6. Work performed for the CFX, as directed by CFX Director of Maintenance, that is not included in the project scope.
7. Addition of completed landscape construction project improvements into Contract scope.
8. The performance of supplemental watering as necessary to help maintain the health of existing material during periods of severe drought.

15.3 Any amount remaining in the Work Order / New Construction Allowance upon completion and acceptance of the project remains the property of the CFX.

16.0 CONTRACT TERM AND BEGINNING WORK

16.1 Following execution of the Contract, the CFX will issue to the Contractor a written Notice to Proceed for the project.

16.2 The Contract term will be three (3) years with an option to extend the Contract for 2 one-year renewal periods. Exercise of the options will be made at the sole discretion and election of CFX. CFX will provide written notice of its exercise to the Contractor at least 120 days prior to the expiration of the initial three-year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse CFX's exercise of the option. Such refusal must be communicated to CFX in writing within

30 days from the date the Contractor receives CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the Contractor are agreed to by CFX, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

17.0 ATTACHMENTS

17.1 Attachment #1 – Annual Maintenance Schedule
17.2 Attachment #2 – Turf Management Area Reference Maps (Mowing Areas)
17.3 Attachment #3 – "No-Mow" Area Reference Maps

END OF SCOPE OF SERVICES

CFX - ANNUAL LANDSCAPE MAINTENANCE SCHEDULE - TURF CARE																													
CONTRACT TERM: 11/4/2019 - 11/3/2022																													
ITEM	MAINTENANCE ACTIVITY	CYCLES	MONTH	NOV				DEC					JAN				FEB				MAR				APR				MAY
NO.	**MOWING**	PER YR	WEEK #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
1	Main Toll Plazas Mowing, Trimming, Edging, and Clipping Clean-Up	36				X				X				X			X		X		X	X	X	X	X	X	X	X	X
	WEED CONTROL																												
2	Herbicide App to Weeds in All Paving Areas (Roadside paving, gutters, and guadrail locations directly adjacent turf areas maintained under Contract), as well as Walks, Curbs, and Enclosures at all Main Toll Plazas During 3-Week Maintenance Cycle	17		X				X			X			X			X			X			X			X			X
3	Remove ALL Weeds and Vines From All "No-Mow" Areas Cycles to be completed within a 60 day period	3	APR, JULY, OCT																						X				
	INSECT AND DISEASE CONTROL																												
4	**'Orthene' Insecticide Spot-Treat** FireAnt Mounds at all Main Toll Plazas Turf & Pavement Areas **(17X / Year) to Control Fire Ants** During 3-Week Maintenance Cycle	17		X				X			X			X			X			X			X			X			X
	FERTILIZATION																												
5	**16-0-8 Turf Fertilizer** All Main Toll Plazas **(1x / Year)**	1	FEB																	X									

Contract No. 001567																										
ITEM					JUNE				JULY					AUG				SEPT					OCT			
NO.	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X		X	
2			X			X			X			X			X			X			X			X		
3									X														X			
4			X			X			X			X			X			X			X			X		
5																										

CFX - ANNUAL LANDSCAPE MAINTENANCE SCHEDULE - SHRUB / VINE / GROUNDCOVER CARE

Contract No. 001567

CONTRACT TERM: 11/4/2019 - 11/3/2022

ITEM NO	MAINTENANCE ACTIVITY / 3 - WEEK DETAILING CYCLE	CYCLES PER YR	MONTH / WEEK #	NOV				DEC				JAN				FEB				MAR				APR				MAY					JUNE				JULY				AUG				SEPT					OCT			
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
1	Prune Shrubs, Vines, Groundcovers to Remove Dead, Diseased, and Damaged Vegetative Material	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
2	Prune Shrubs, Vines, and Groundcovers to Keep Vegetation off of Walks, Paving, Structures, Guardrails, Walls and Inside of Planter Walls of Raised Medians	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
3	Perform Hedge Shearing to Maintain Previously Sheared Plantings at all Toll Plazas, Toll Booths, and all Jasmine groundcover beds	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
4	Clear View Obstructions from All Roadway Signage / Wrong Way Signage / Ramp Crosswalks / Ramp Interchanges	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
5	Spray And Remove Weeds From All Planting Beds, Mulched Areas, and Tree Rings	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
6	Define Edges of All Planting Beds, Mulched Areas, Tree Rings using Mechanical and/or Chemical Means	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
7	Herbicide Spray and Remove All Weeds and Dead Weed Material From Roadside Paving up to the edge of Asphalt along Guardrails Directly Adjacent to Planting Beds, Mulched Areas, and Turf Management Areas	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
8	Herbicide Spray and Remove All Weeds and Dead Weed Material From Fence Lines Directly Adjacent to Planting Beds, Mulched Areas, and Turf Management Areas	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
9	Remove All Litter / Debris from Planting Beds, Mulched Areas, Tree Rings, Buffers ("No-Mow" Areas), Parking Lots, and Paving at Toll Plazas and Toll Booths.	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
10	Treat FireAnt Mounds at all Planting Beds, Mulched Areas, Tree Rings, Parking Lots and Paving at Toll Plazas and CFX Admin. & Ops. Center with 'Orthene'	17		X				X			X		X				X			X				X				X					X				X				X				X					X			
	WEED CONTROL																																																						
11	**'Pennant Magnum' & 'Gallery' Pre-Emergence Herbicide Blanket App** - All Planting Beds, Mulched Areas, and Tree Rings **2x / Year**	2															X												X																									
		FEB, MAY																																																				
12	**Snapshot' Pre-Emergence Hebicide Blanket App** - All Perenial Peanut Beds and all Jasmine Beds **2x / Year**	2															X												X																									
		FEB, MAY																																																			
13	**Certainty' Selective Herbicide (3x) Alternating with 'Image' Selective Herbicide (3x) Apps** All Perenial Peanut Beds **(6X @ 2 Month Interval Spot Spray "As Needed") to Control Grassy Weeds and Sedges)**	6		X									X								X								X								X								X								
		JAN, MAR, MAY, JULY, SEP, NOV																																																		

CFX - ANNUAL LANDSCAPE MAINTENANCE SCHEDULE - SHRUB / VINE / GROUNDCOVER CARE

Contract No. 001567

CONTRACT TERM: 11/4/2019 - 11/3/2022

ITEM NO.	MAINTENANCE ACTIVITY / WEED CONTROL	CYCLES PER YR	MONTH / WEEK #	NOV				DEC				JAN				FEB				MAR				APR				MAY					JUNE			JULY				AUG				SEPT					OCT		
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
	PRUNING																																																			
14	Prune Cord Grass,Fakahatchee Grass,Vetiver Grass (12" Height)	1		X																																															
	Begin in NOV - Complete in DEC																																																		
15	2nd Pruning of Cord Grass,Fakahatchee Grass (12" Height) (Limits of Pruning as Directed Prior to Mite Control Application)	1																																			X- As Directed															
	As Directed																																																	
16	Prune Nerium Oleander (Heights in Various Locations as Directed)	1										X																																							
	Begin JAN - Complete in FEB																																																		
17	Prune Plumbago (12" Height or as Directed)	1															X																																		
	Begin MAR - Complete in APR																																																		
18	Prune Coontie (6" Height or as Directed)	1																																			X- As Directed															
	As Directed																																																	
19	Prune / Hedge Shear / String Trim Confederate Jasmine, Asiatic Jasmine (12" Height) and on edges to keep separation from adjacent plantings and structures	9		X						X							X					X							X							X									X					X		
	6 Week Intervals (Every Other 3 Week Maintenance Cycle)																																																		
20	Prune Fire Bush and Bauhinia (30"+ Height or As Directed)	1																							X																												
	APR																																																			
21	Wax Myrtle, Viburnum obovatum - to keep behind Guardrails at SR 414 (Or as Directed)	1		X						X							X					X							X							X									X					X		
	6 Week Intervals (Every Other 3 Week Maintenance Cycle)																																																		
22	Prune / Mow Perennial Peanut (6" Ht)(Or as Directed)	4		X																	X												X									X										
	MAR, JUN, AUG, NOV																																																		
	FERTILIZATION																																																		
23	13-0-13 at all Planting Beds (Submit Analysis for Approval Prior to Each App.)	3																			X												X													X						
	MAR, JUNE, SEPT																																																		
24	Lesco Chelated Micro-Mix at all Plumbago	4																											X							X				X									X		
	MAY, JULY, AUG, OCT (or As Directed)																																																	
	MULCH																																																		
25	Perform Annual Pine Straw Mulch Application to all Planting Beds, Tree Rings, Mulch Areas (IE: Palm Tree Plantings)	1																											X																						
	Begin in MAY - Complete in JULY																																																	
26	Perform Annual Bark Mulch Application at Main Toll Plazas, Ramp Toll Booths (As Directed)	1																							X																											
	Begin in MAY - Complete in JULY																																																	
	IRRIGATION																																																	
27	Inspect, Adjust, Repair Irrigation Systems at Mainline Toll Plazas	12		X				X					X				X				X				X				X					X			X				X					X				X		
	By 1st Week of Each Month																																																	
28	Submit Irrigation Reports	12			X				X					X				X				X				X				X					X			X				X					X				X	
	By 2nd Week of Each Month																																																	

CFX - ANNUAL LANDSCAPE MAINTENANCE SCHEDULE - SHRUB / VINE / GROUNDCOVER CARE

Contract No. 001567

CONTRACT TERM: 11/4/2019 - 11/3/2022

ITEM NO	MAINTENANCE ACTIVITY / INSECT AND DISEASE CONTROL	CYCLES PER YR	MONTH WEEK #	NOV 1 2 3 4	DEC 5 6 7 8 9	JAN 10 11 12 13	FEB 14 15 16 17	MAR 18 19 20 21	APR 22 23 24 25	MAY 26 27 28 29 30	JUNE 31 32 33 34	JULY 35 36 37 38 39	AUG 40 41 42 43	SEPT 44 45 46 47 48	OCT 49 50 51 52
29	**'Ultra-Fine Oil' Insecticide Foliar / Drench App** All Ornamental Grasses Systemwide - Cord Grass, Fakahatchee Grass **(1x Following Annual Pruning - Apply as Prunning Progresses) for Scale**	1		X											
		NOV - DEC													
30	**'Ultra-Fine Oil' Insecticide Foliar / Stem Drench Apps** All Dwarf and Nerium Oleander **(1x Following Annual Pruning and 1x As Directed) for Snow Scale**	2						X				X - As Directed			
		MARCH and As Directed													
31	**'Ultra-Fine Oil' Insecticide Foliar Apps** Junipers (including Southern Red Cedars, Torulosa) **(2x @ 7- 10 day interval) for Scale, Mites, Thrips**	2						X X							
		MARCH													
32	**'Ultra-Fine Oil' (2x) alternating with 'M.Peed' (2x) Insecticide Foliar Apps** All Coontie Palm Plantings Systemwide **(4x / Yr - 2X @ 7- 10 day interval) for Scale** Follow-up Applications (2 Week Interval) with Pressure Washing to Remove Sooty Mold	4						X X				X X			
		MARCH, JULY or As Directed													
33	**'Banrot 40WP' (2x) Fungicide alternating with 'Subdue MAXX' (2x) Fungicide Drench Apps** Dune Sunflower, Junipers (including Southern Red Cedars, Torulosa), All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas**(4x Alternating at 2 month intervals) for Root Rot.**	4						X		X		X		X	
		MARCH, MAY, JULY, SEPT													
34	**Cleary's 3336' & 'Flowable Macozeb' Tank Mixture (4x) Foliar Apps Alternating with 'Heritage' (2x) Foliar Apps** Dune Sunflower, All Plant Material (except ornamental grasses and coontie palms) at Main Toll Plazas **(2x@ 14 day interval - Cleary's 3336 / Flowable Macozeb)** **(2x@ 28 day interval - Heritage)** **2x@ 14 day interval - Cleary's 3336 / Flowable Macozeb) for Leaf Spot, Powdery Mildew, Etc.**	6						X	X	X	X		X	X	
		MARCH, MAY, AUG or As Directed													
35	**'Cleary's 3336' & 'Flowable Macozeb' Tank Mixture alternating with 'Heritage' Foliar Apps** Junipers (including Southern Red Cedars, Torulosa) **(2x at 14 day interval - Cleary's 3336 / Flowable Macozeb 2x at 28 day interval - Heritage)** **to Control Phomopsis Blight** Prune Dead / Damaged Material as Specified Prior to App	4					X	X	X	X					
		MARCH, MAY or As Directed													
36	**'Merit 2F' Insecticide Drench App** All Oleander, Fakahatchee, Coontie, Plumbago, and all Plant Material at Main Toll Plazas **(1x Following Annual Pruning of Plumbago and 1x As Directed) for Thrips, Aphids, Scale, and Caterpillars.** (DO NOT APPLY TO FIREBUSH)	2							X			X			
		APR, JULY													

CFX - ANNUAL LANDSCAPE MAINTENANCE SCHEDULE - SHRUB / VINE / GROUNDCOVER CARE

Contract No. 001567

CONTRACT TERM: 11/4/2019 - 11/3/2022

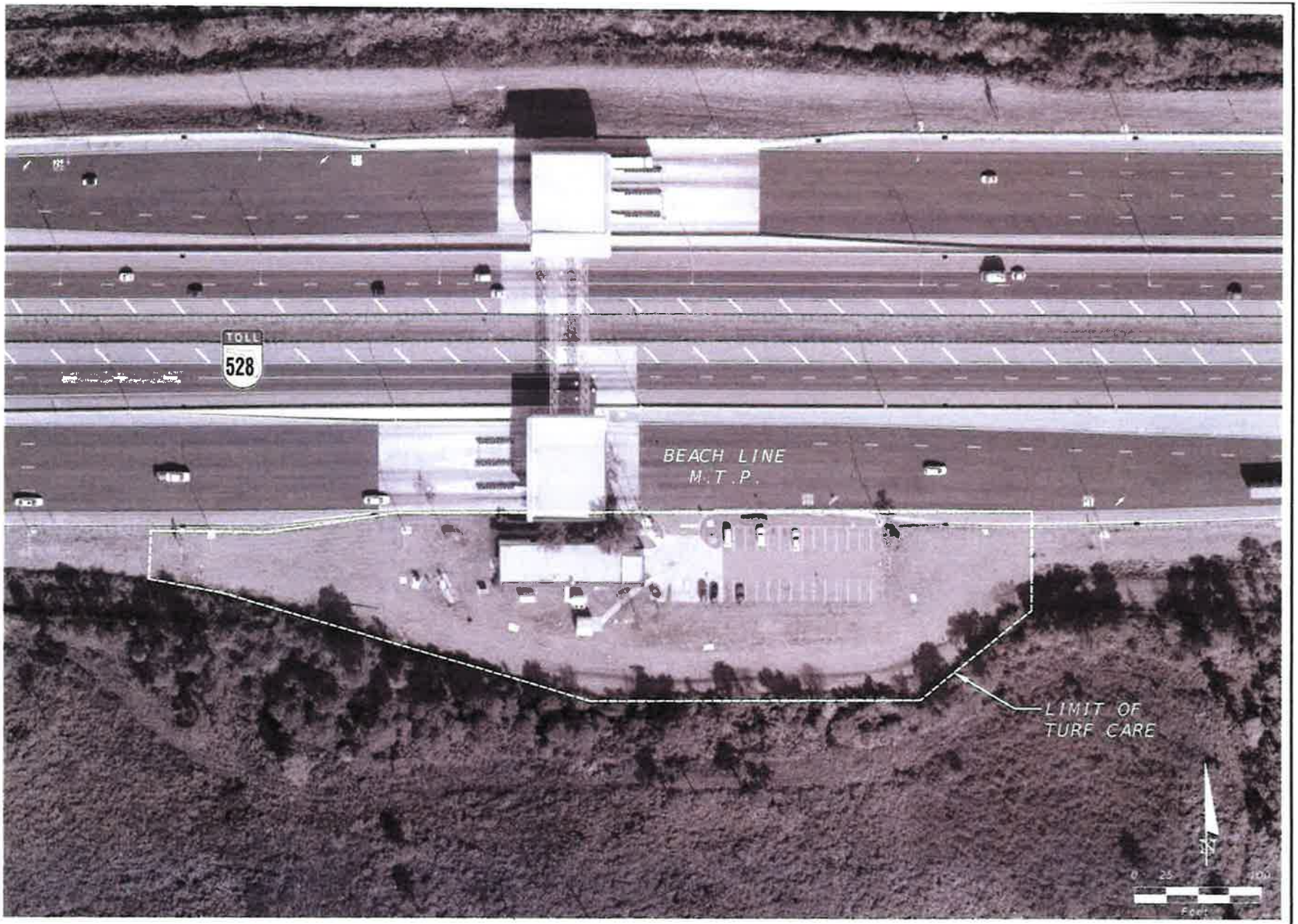
ITEM NO	MAINTENANCE ACTIVITY / INSECT AND DISEASE CONTROL	CYCLES PER YR	MONTH / WEEK #	DEC 1 2 3 4	JAN 5 6 7 8 9	FEB 10 11 12 13	MAR 14 15 16 17	APR 18 19 20 21	MAY 22 23 24 25	JUNE 26 27 28 29 30	JULY 31 32 33 34	AUG 35 36 37 38 39	SEPT 40 41 42 43	OCT 44 45 46 47 48	NOV 49 50 51 52
37	**'Ardent' Insecticide Foliar/Drench App** Fakahatchee Grass, Junipers (Including Southern Red Cedars) **(2x at 7 day interval) (App Locations Based on Scouting and As Directed) - for Mites** Prune Dead / Damaged Material Prior to App as Directed	2							X	X - As Directed					
	Affected Areas As Directed to Control Spread														
38	**'Bifen IT' Insecticide Foliar App** Oleanders, Firebush **(2x) (App Locations Based on Scouting and As Directed) - for Caterpillars, Aphids**	2						X - As Directed				X - As Directed			
	As Directed														
39	**'Conserve SC' Insecticide Foliar Apps** Plumbago, Lantana, Indian Hawthorne, Viburnum, Loropetalum, Ligustrum, Shefflera **(2x at 7 Day interval) (App Locations Based on Scouting and As Directed) - for Thrips**	2								X X - As Directed					
	JUNE or As Directed														
40	**'Ardent' Insecticide Foliar App Followed by 'Tristar' Insecticide & 'Lure' Tank Mixture Foliar App** Plumbago, Lantana, Indian Hawthorne, Viburnum, Loropetalum, Ligustrum, Shefflera **(1x Ardent Followed by 1x Tristar / Lure at 2-Week Interval) (App Locations Based on Scouting and As Directed)- for Thrips**	2											X	X - As Directed	
	SEPT or As Directed														

CFX - ANNUAL LANDSCAPE MAINTENANCE SCHEDULE - TREE CARE

Contract No. 001567

CONTRACT TERM: 11/4/2019 - 11/3/2022

ITEM NO	MAINTENANCE ACTIVITY 3 - WEEK DETAILING CYCLE	CYCLES PER YR	MONTH WEEK #	NOV 1 2 3 4	DEC 5 6 7 8 9	JAN 10 11 12 13	FEB 14 15 16 17	MAR 18 19 20 21	APR 22 23 24 25	MAY 26 27 28 29 30	JUNE 31 32 33 34	JULY 35 36 37 38 39	AUG 40 41 42 43	SEPT 44 45 46 47 48	OCT 49 50 51 52
1	Prune Trees to Remove Dead / Damaged / Diseased Branches	17		X	X X	X	X	X	X	X X	X	X X	X	X X	X
2	Prune Trees to Clear Obstructions at Walkways / Parking Lots / Structures / Signage and Light Poles	17		X	X X	X	X	X	X	X X	X	X X	X	X X	X
3	Clear View Obstructions from All Roadway Signage / Wrong Way Signage / Ramp Crosswalks / Ramp Interchanges	17		X	X X	X	X	X	X	X X	X	X X	X	X X	X
4	Prune Branches and Fronds as necessary to Maintain 14.5' height "Clear Zone" at Paved Roadway / Ramp Shoulders, Guardrails, Soundwalls	17		X	X X	X	X	X	X	X X	X	X X	X	X X	X
5	Remove Sucker Growth on all Trees	17		X	X X	X	X	X	X	X X	X	X X	X	X X	X
6	Verify that all Trees are Upright & Plumb - Restake, install guys or in-ground system as needed	17		X	X X	X	X	X	X	X X	X	X X	X	X X	X
7	Remove Dead Small Trees (3" caliper or smaller)	17		X	X X	X	X	X	X	X X	X	X X	X	X X	X
	PRUNING														
8	Class II Branch Pruning (1.5" - 2" Dia) as Directed	1 JAN				X									
9	Crape Myrtles - Top Pruned / Shaped as Directed by CFX Staff	1 Complete in FEB					X								
10	Sabal Palms - Remove Seed Heads, Dead and Lower Fronds at all Main Toll Plazas as Directed	2 JAN, JULY				X						X			
	FERTILIZATION														
11	13-0-13 Granular Fertilizer at all Trees - Except Pine Trees (1X @ 15 Week Intervals)	3 MAR, JUNE, OCT						X			X			X	
	INSECT AND DISEASE CONTROL														
12	"Banrot 40WP" (2x) Fungicide alternating with "Subdue MAXX" (2x) Fungicide Drench Apps Crape Myrtles (4x Alternating at 2 month intervals) for Root Rot.	4 MARCH, MAY, JULY, SEPT						X		X		X		X	
13	'Heritage' Alternating with 'Cleary's 3336' & 'Flowable Macozeb' Tank Mixture Foliar Apps Crape Myrtles (2x at 28 day interval - Heritage 2x at 14 day interval - Cleary's 3336 / Flowable Macozeb) - for Powdery Mildew.	4 MAY - AUG or As Directed							X	X		X X			
14	'Merit 2F' Insecticide Foliar & Drench App Crape Myrtles (2x) for Aphids	2 APRIL, JULY						X			X				
15	'Tristar' Insecticide Foliar App Crape Myrtles (2x As Directed) - for Aphids	2 As Directed							2X As Directed						
16	'Ultra-Fine Oil' & 'Cleary's 3336' Foliar App Magnolia Trees (3x @ 3 Month Intervals or As Directed) for Scale, Sooty Mold	3 MAR, JUNE, SEPT						X			X			X	



REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			

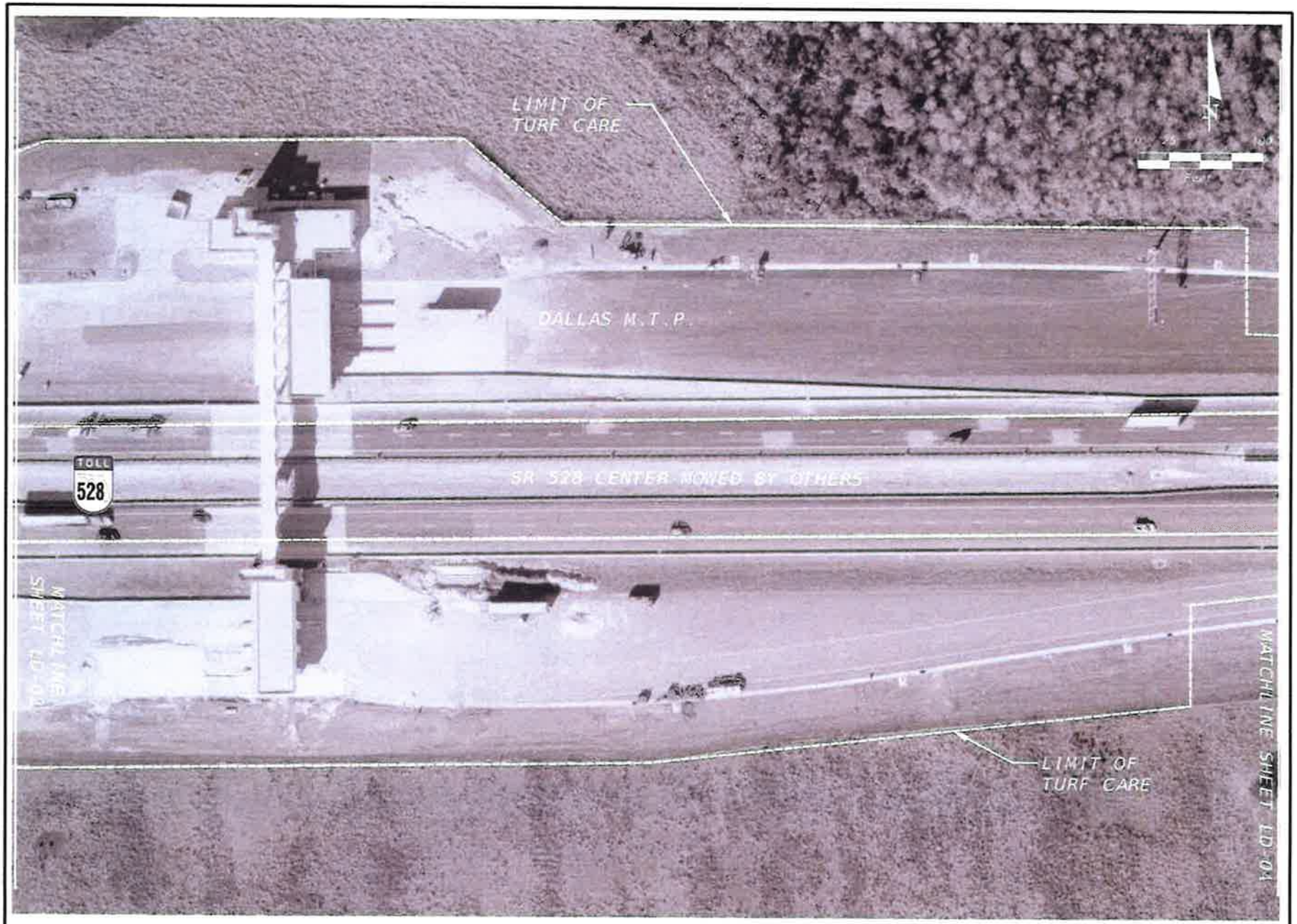
SR 528 TURF CARE AREAS
BEACH LINE M.T.P.

SHEET NO.
LD-01

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

SR 528 TURF CARE AREAS

SHEET NO.



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DATE	DESCRIPTION	DATE	DESCRIPTION			SR 528 TURF CARE AREAS

SHEET NO.

REVISIONS							
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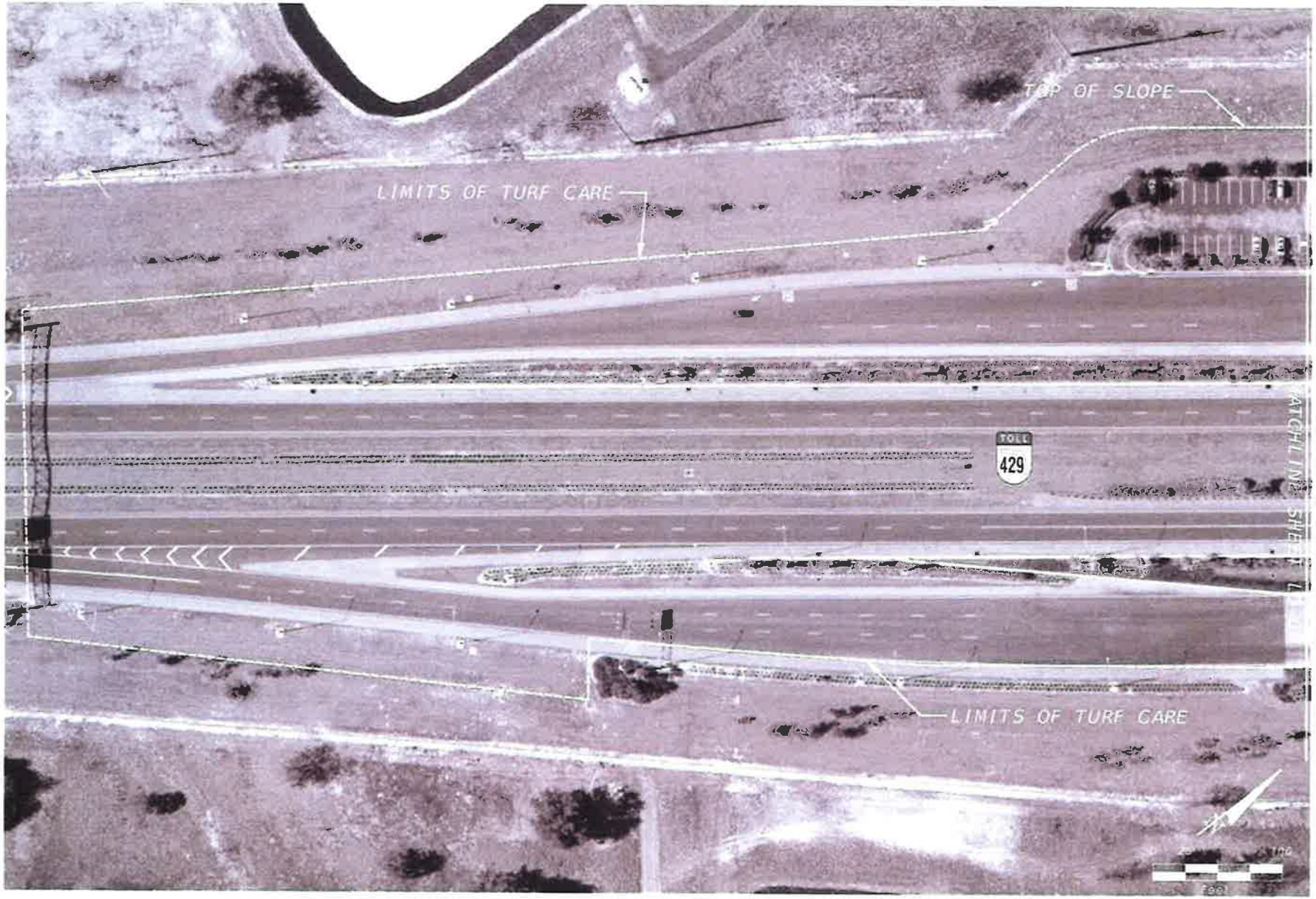

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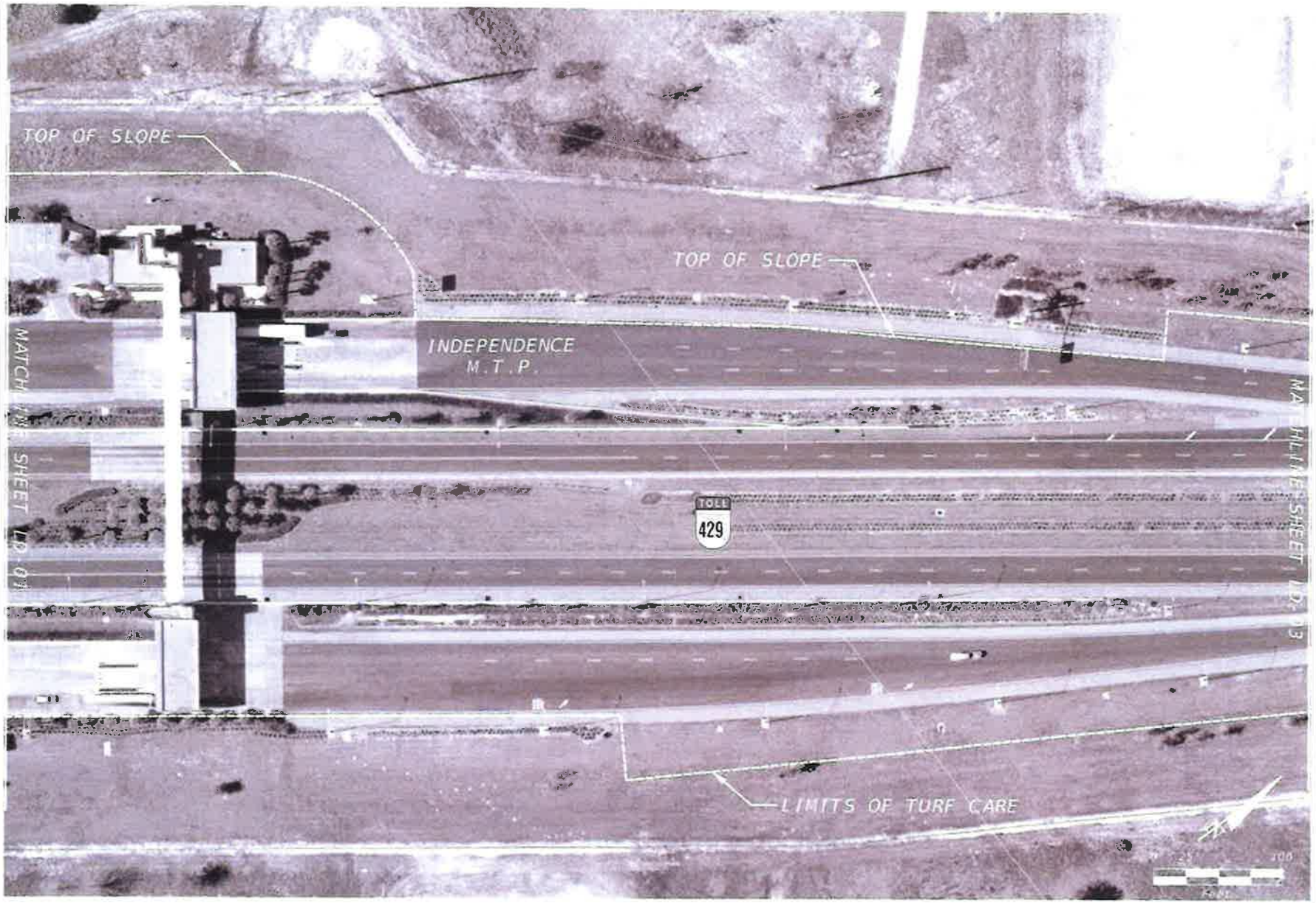
SR 429 TURF CARE AREAS

SHEET NO.



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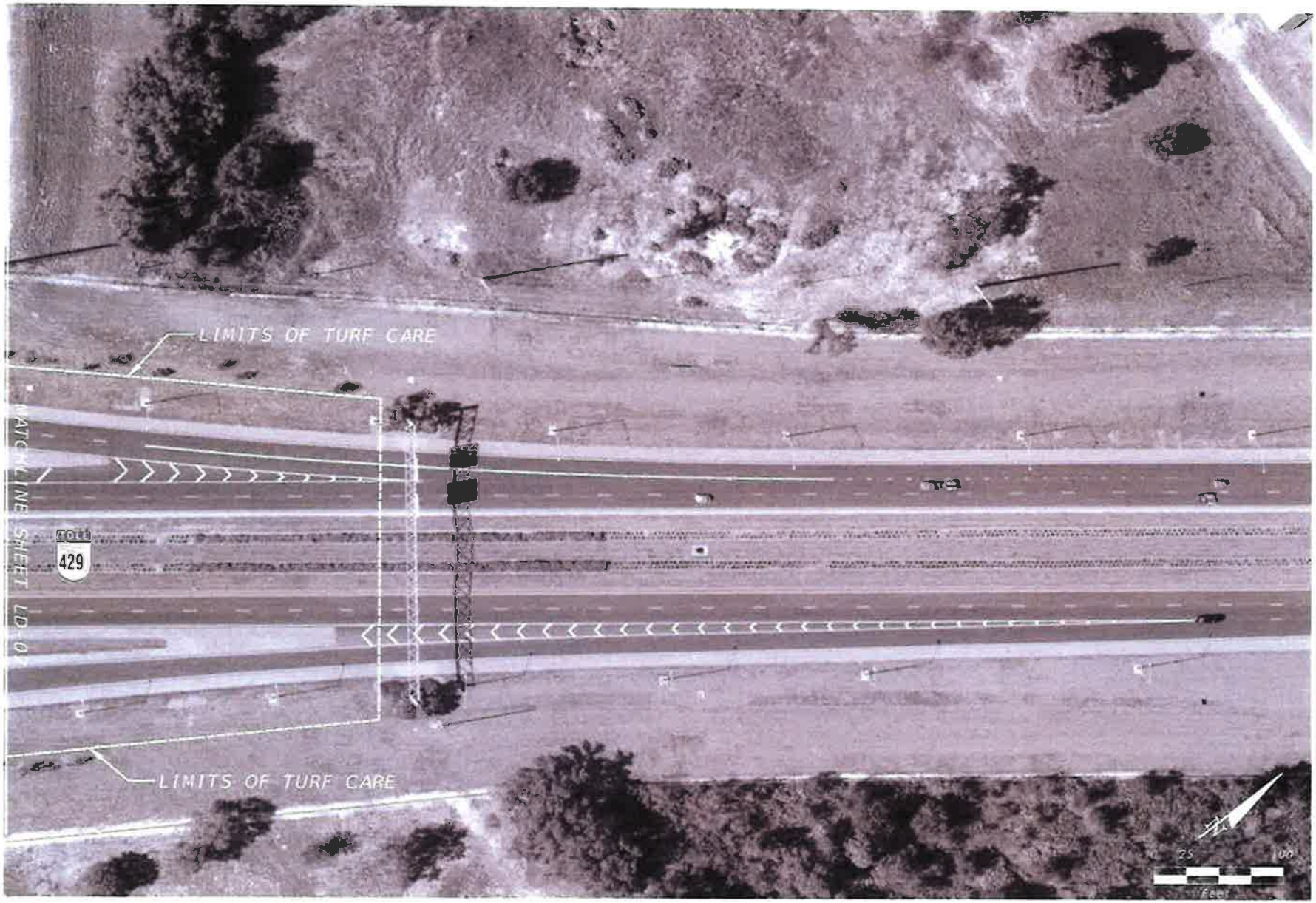

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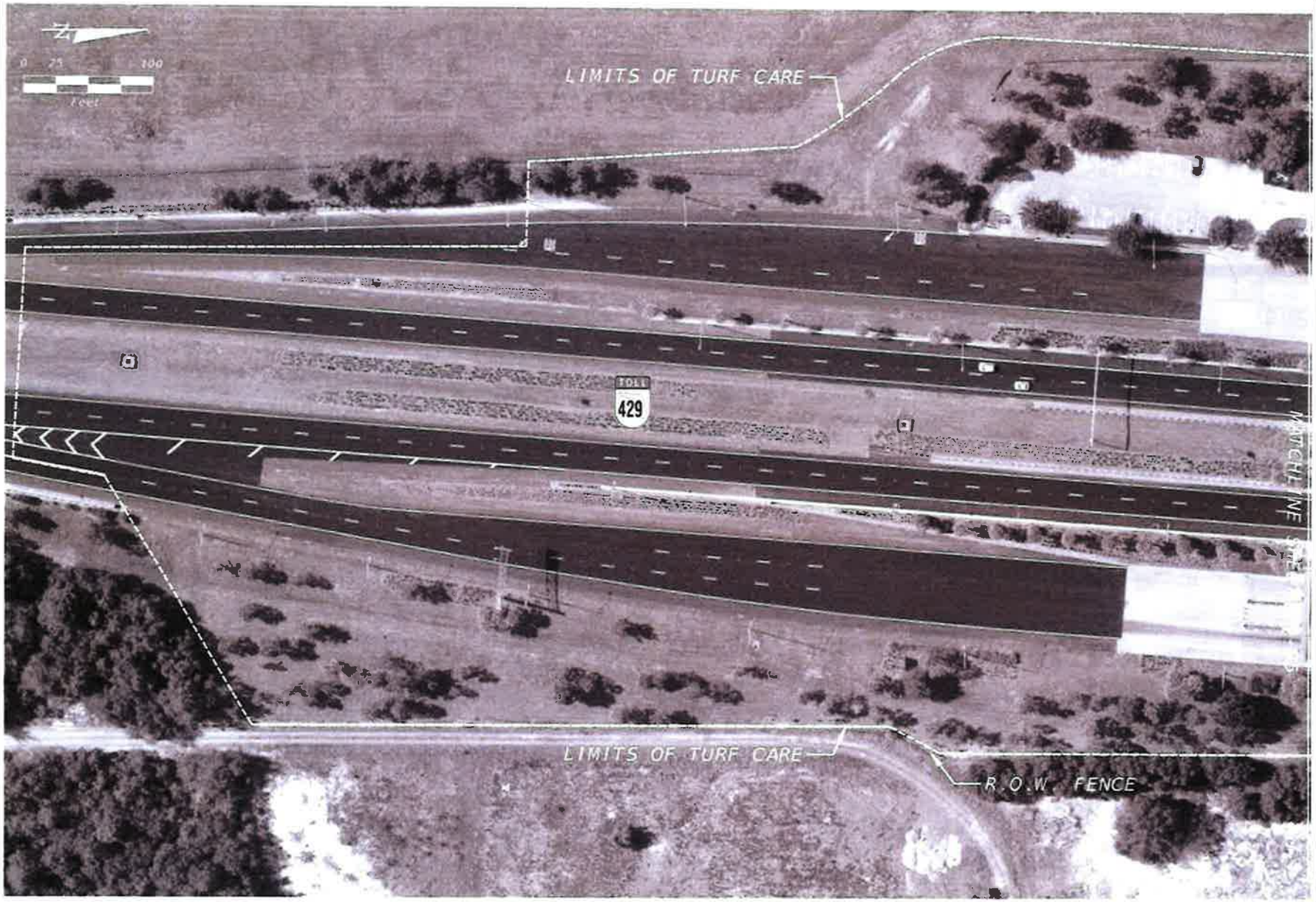

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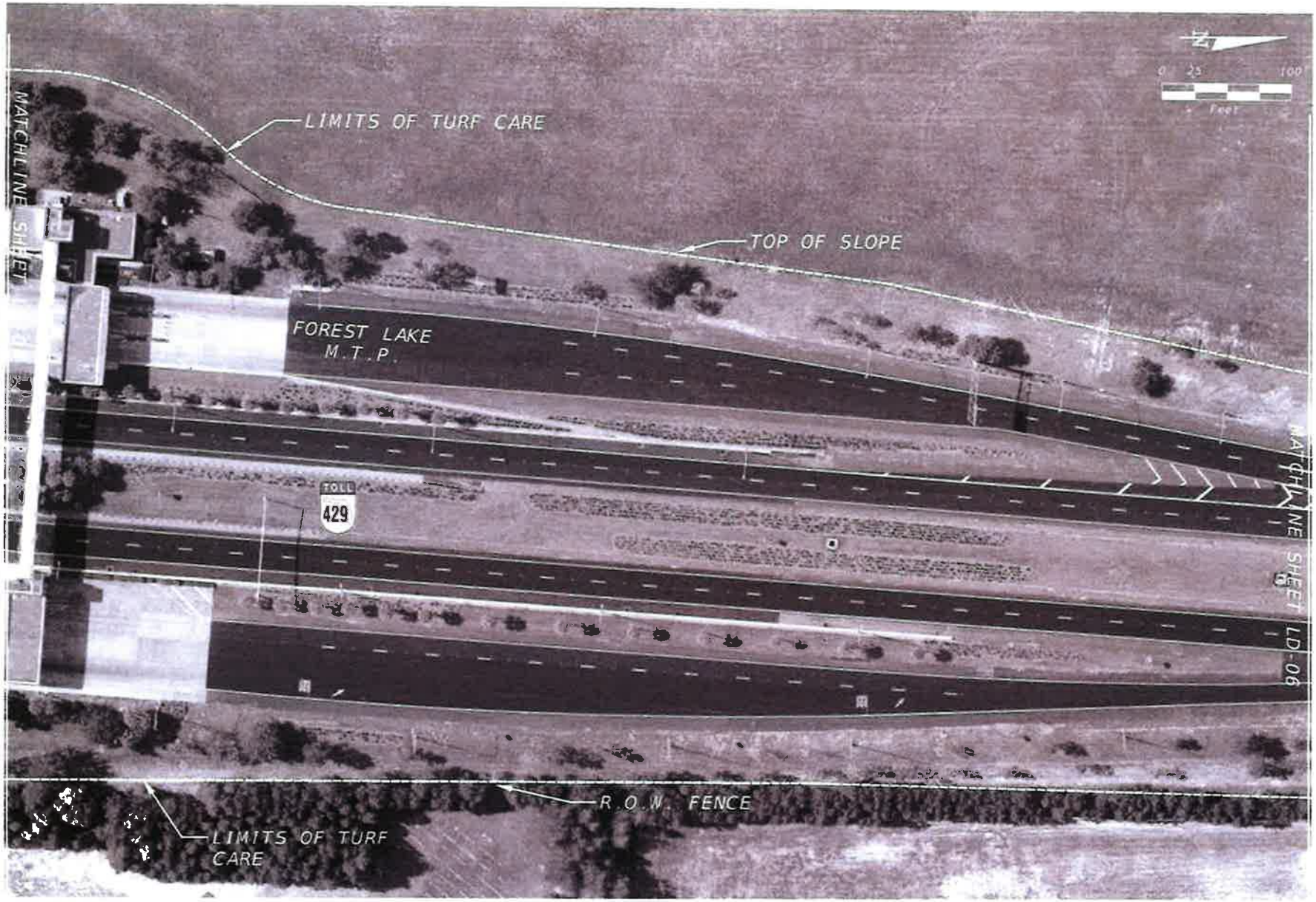
SR 429 TURF CARE AREAS
FOREST LAKE M.T.P. - 01

SHEET NO.
LD-04



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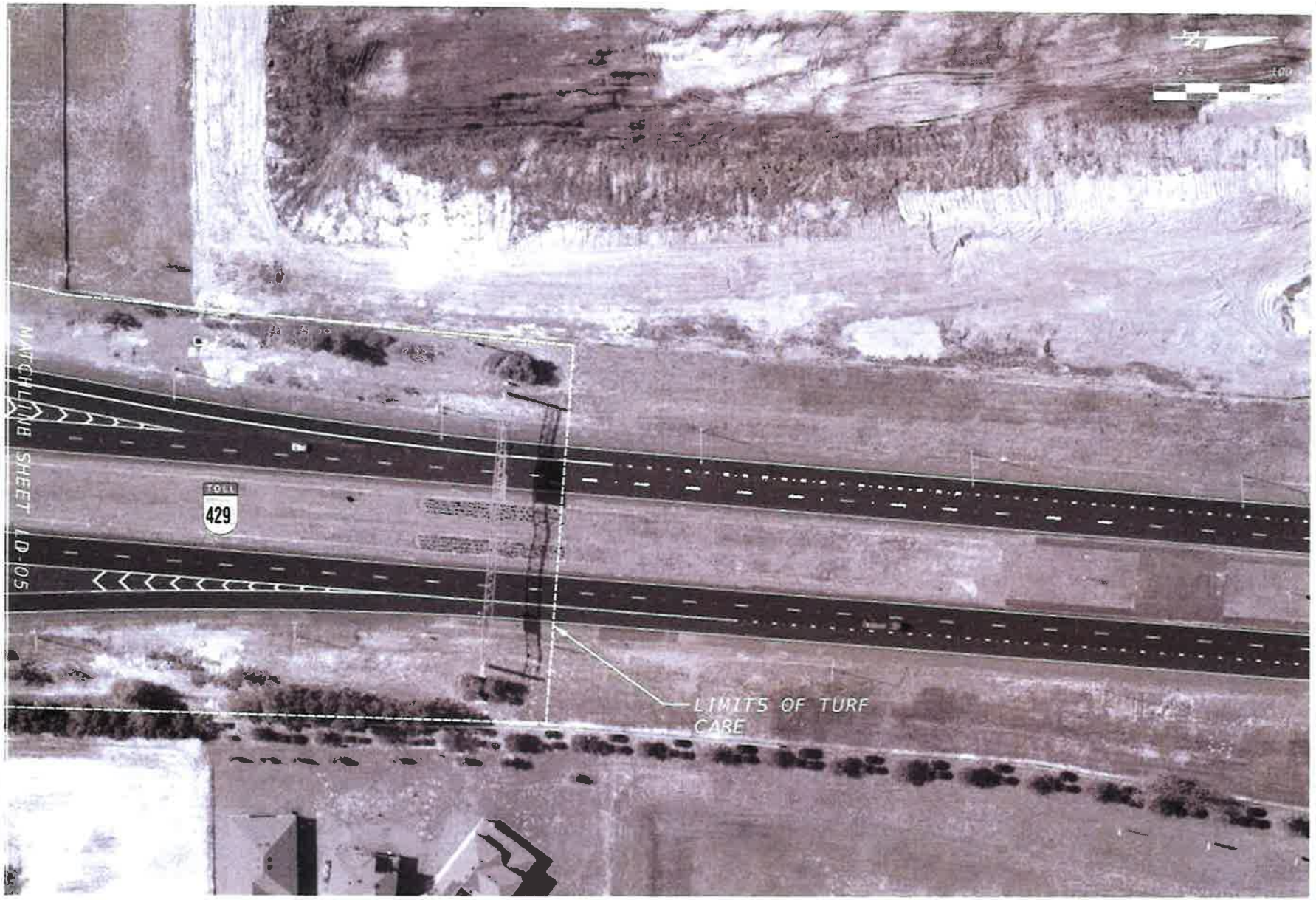

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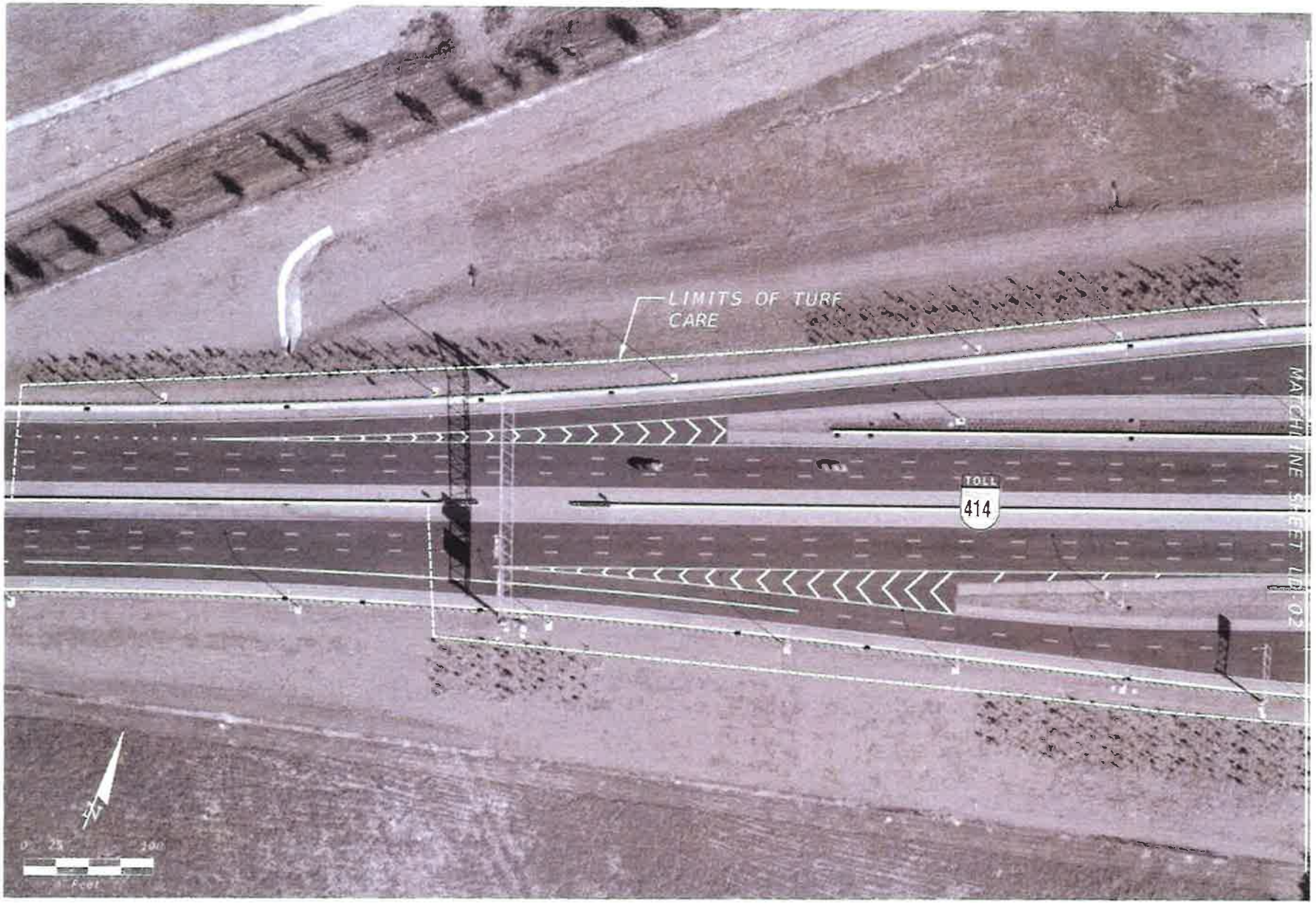
SR 429 TURF CARE AREAS
FOREST LAKE MTP - 05

SHEET NO
LD-06



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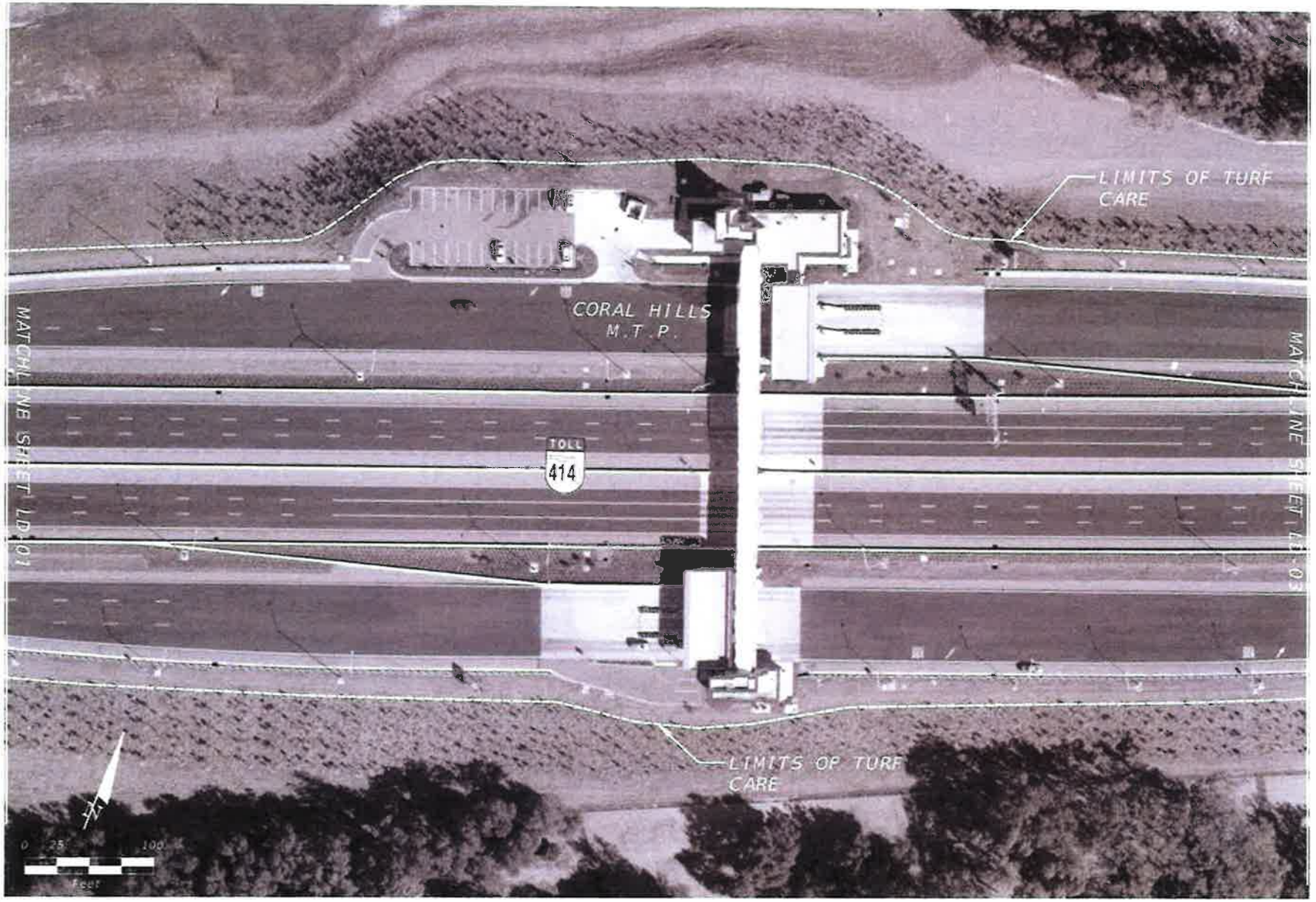
DATE	DESCRIPTION	DATE	DESCRIPTION

SR 414 TURF CARE AREAS
CORAL HILLS M T P - 01

SHEET NO.
LD-01



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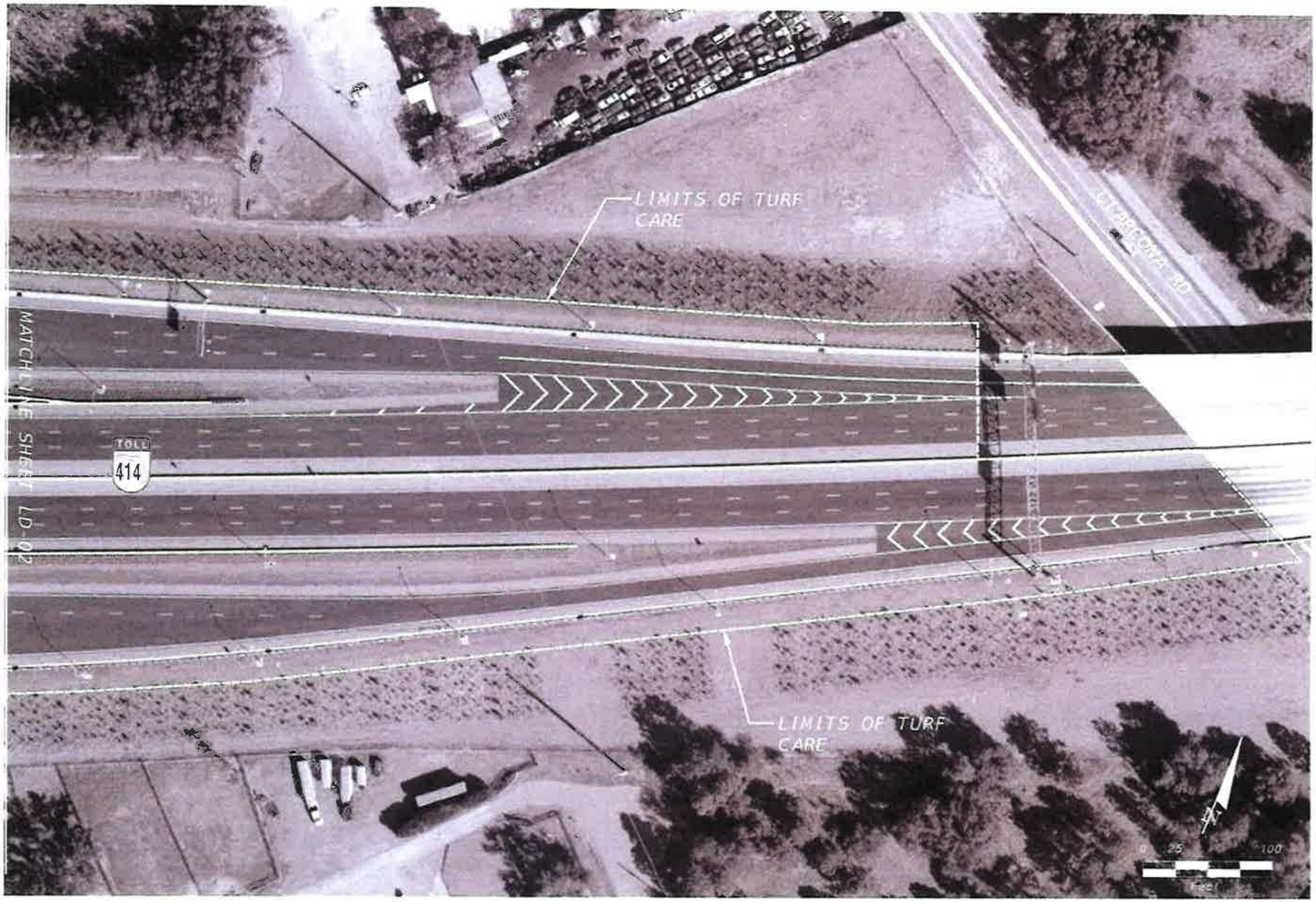
SR 414 TURF CARE AREAS
CORAL HILLS M.T.P. - 02

SHEET NO.
LD-02



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DATE	DESCRIPTION	DATE	DESCRIPTION			SR 414 TURF CARE AREAS CORAL HILLS M.T.P. - 03	SHEET NO. LD-03

REVISIONS						
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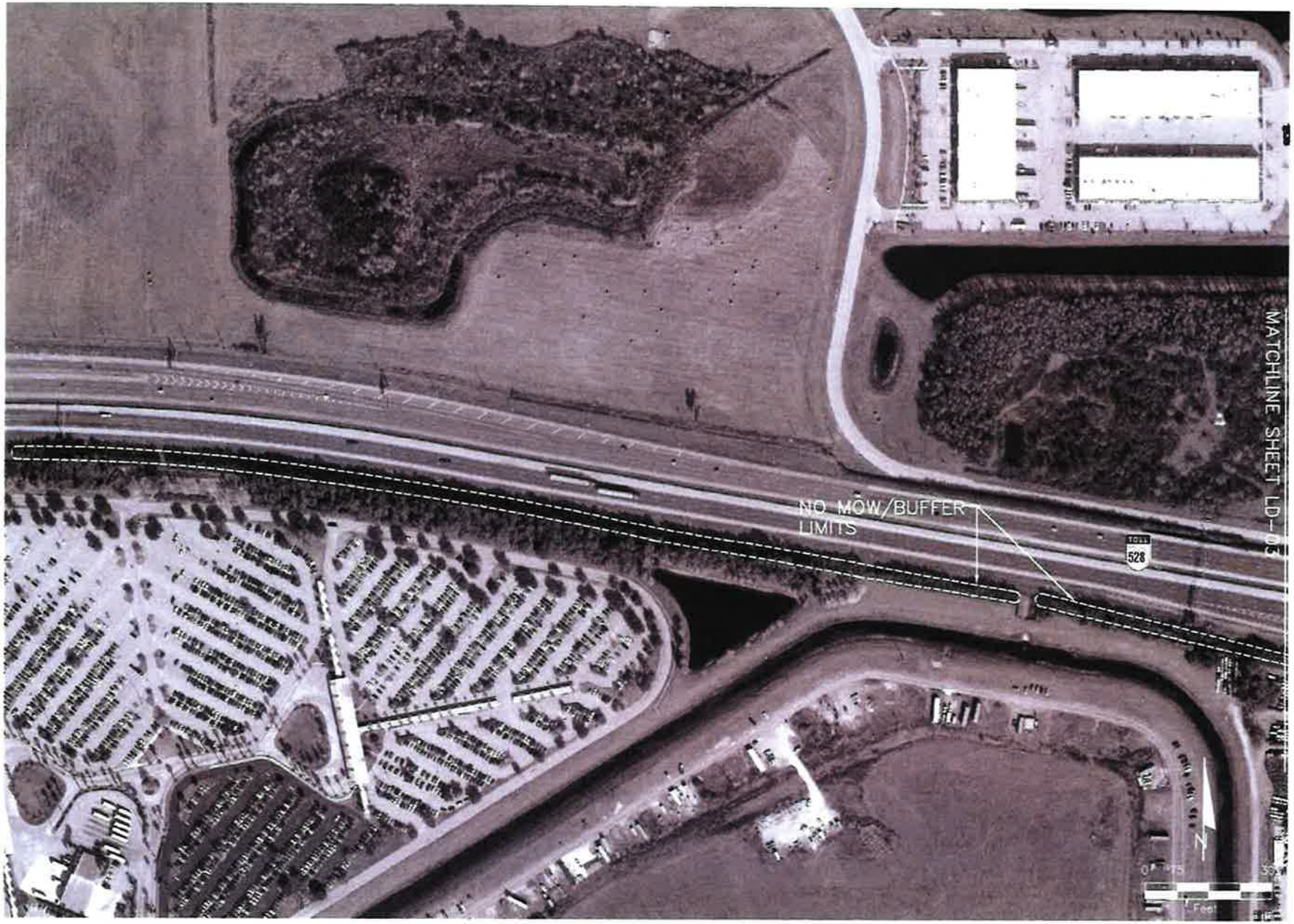

REVISIONS						
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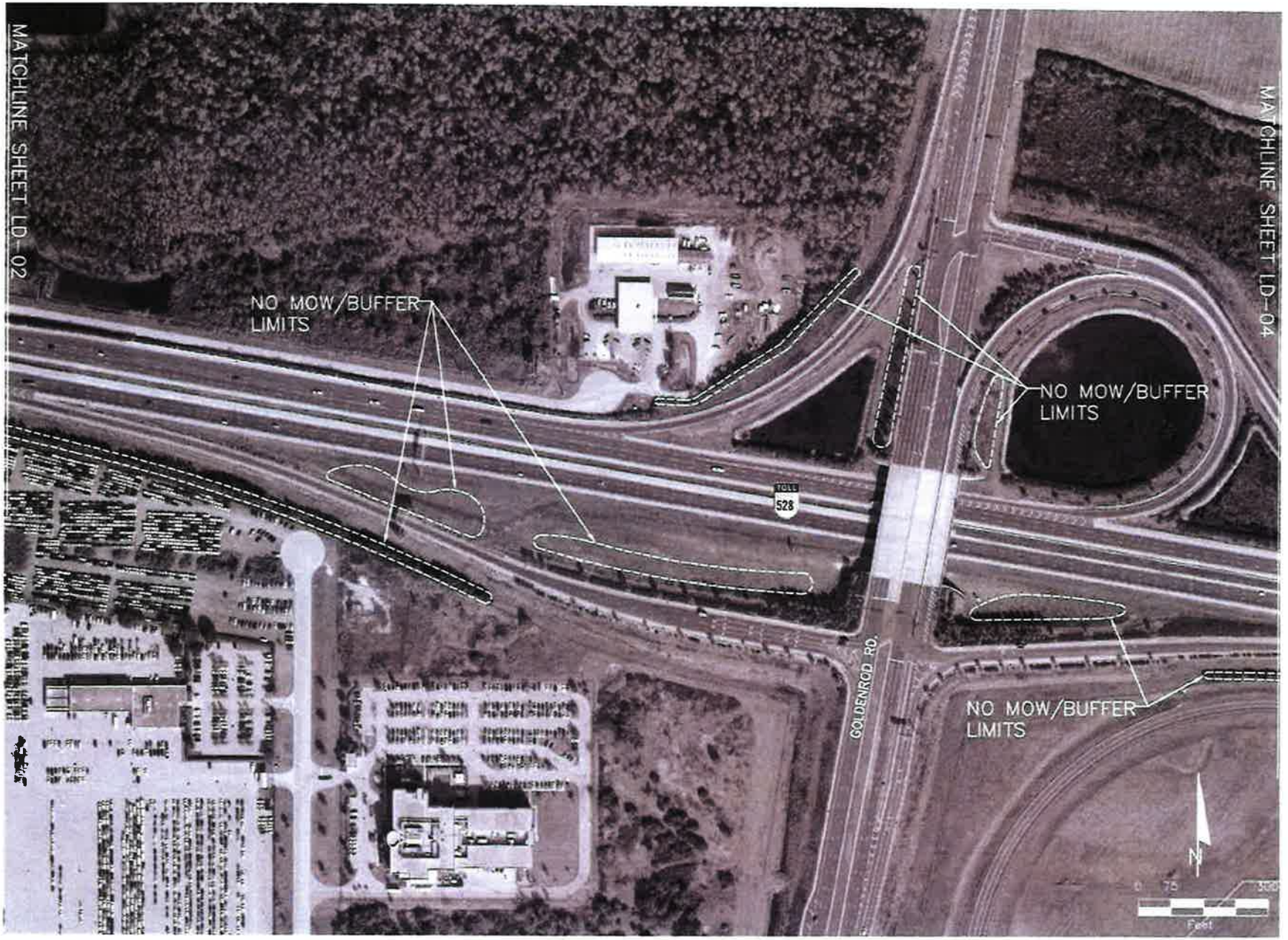
				SR 528		



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				SR 528		LD-03

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			
				CFX PROJECT NO.	SR 528 NO MOW – BUFFER AREAS GOLDENROD RD. – 3	SHEET NO. LD-04
				SR 528		

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			
				CFX PROJECT NO.	SR 528 NO MOW – BUFFER AREAS SR 417 – 1	SHEET NO.
				SR 528		LD–05

REVISIONS						
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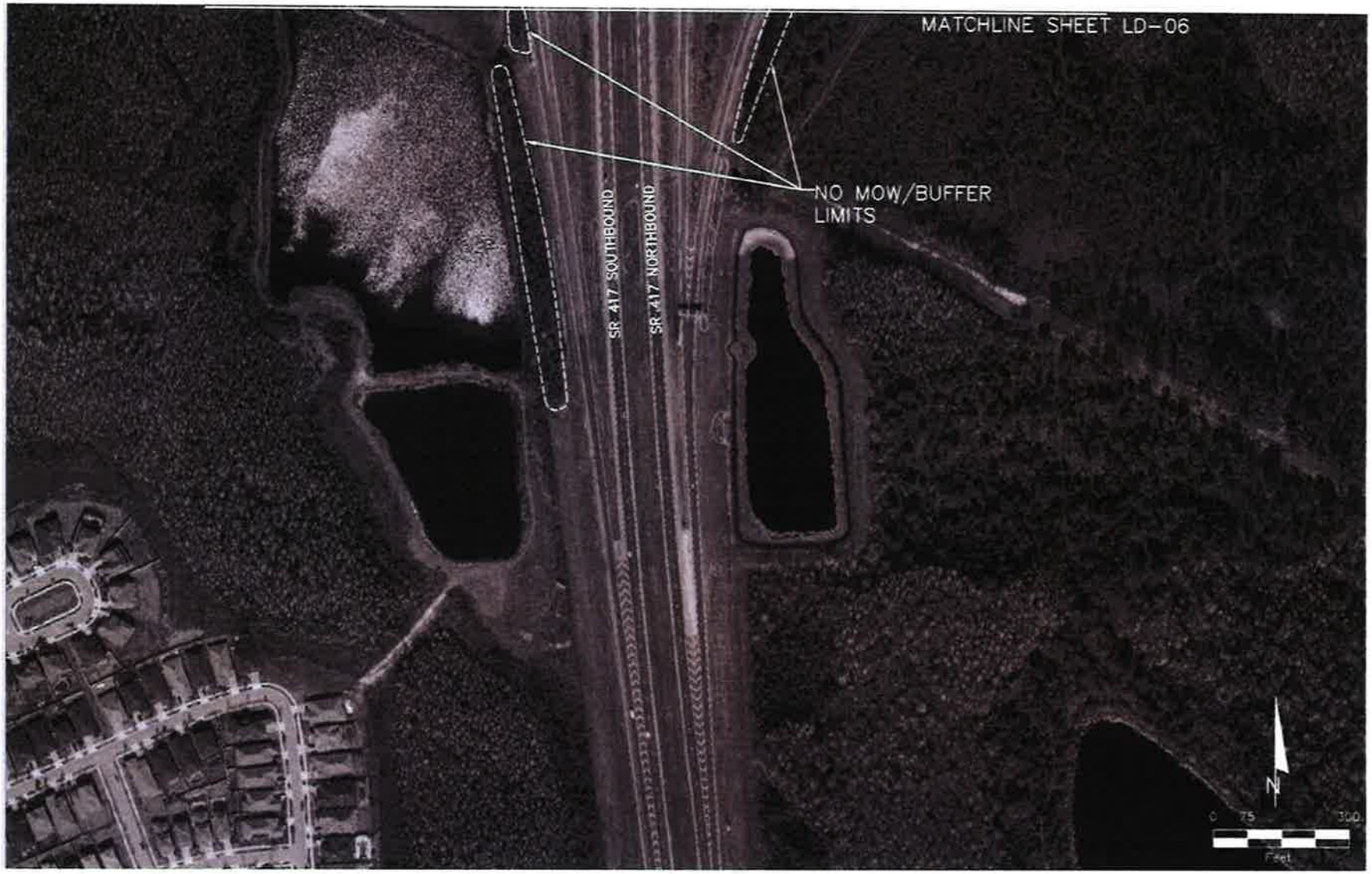


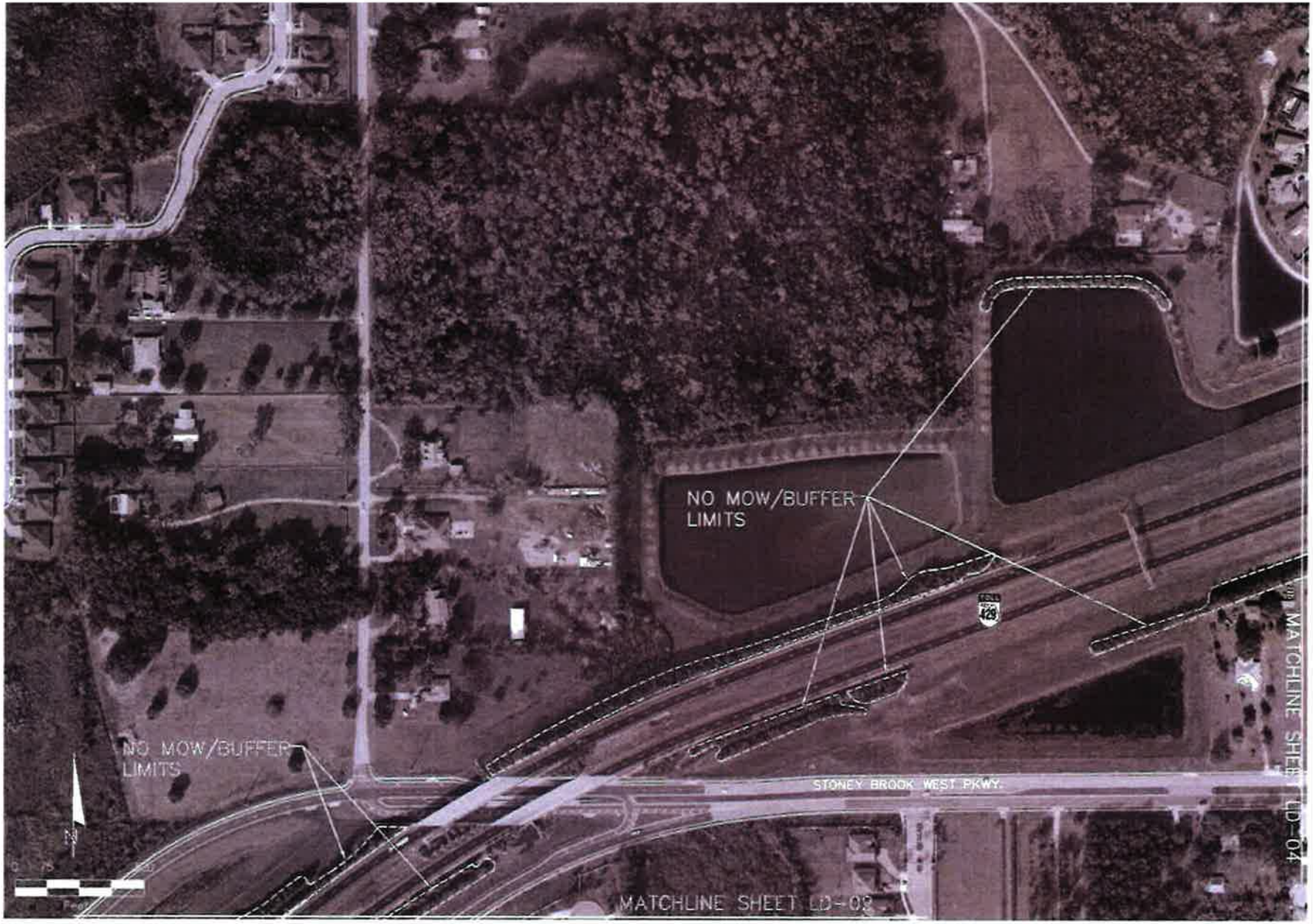
REVISIONS					CFX PROJECT NO.		SR 528 NO MOW – BUFFER AREAS SR 417 – 3	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
					SR 528			LD-07

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION		CFX PROJECT NO.	SR 528 NO MOW – BUFFER AREAS DALLAS BLVD.
					SR 528	LD-08

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			
				CFX PROJECT NO.		SR 429 NO MOW – BUFFER AREAS STONEY BROOK WEST PKWY.
				SR 429		

SHEET NO.
LD-01

REVISIONS					CFX PROJECT NO.		SR 429 NO MOW – BUFFER AREAS SR 535 RAMP	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		SR 429			LD-02



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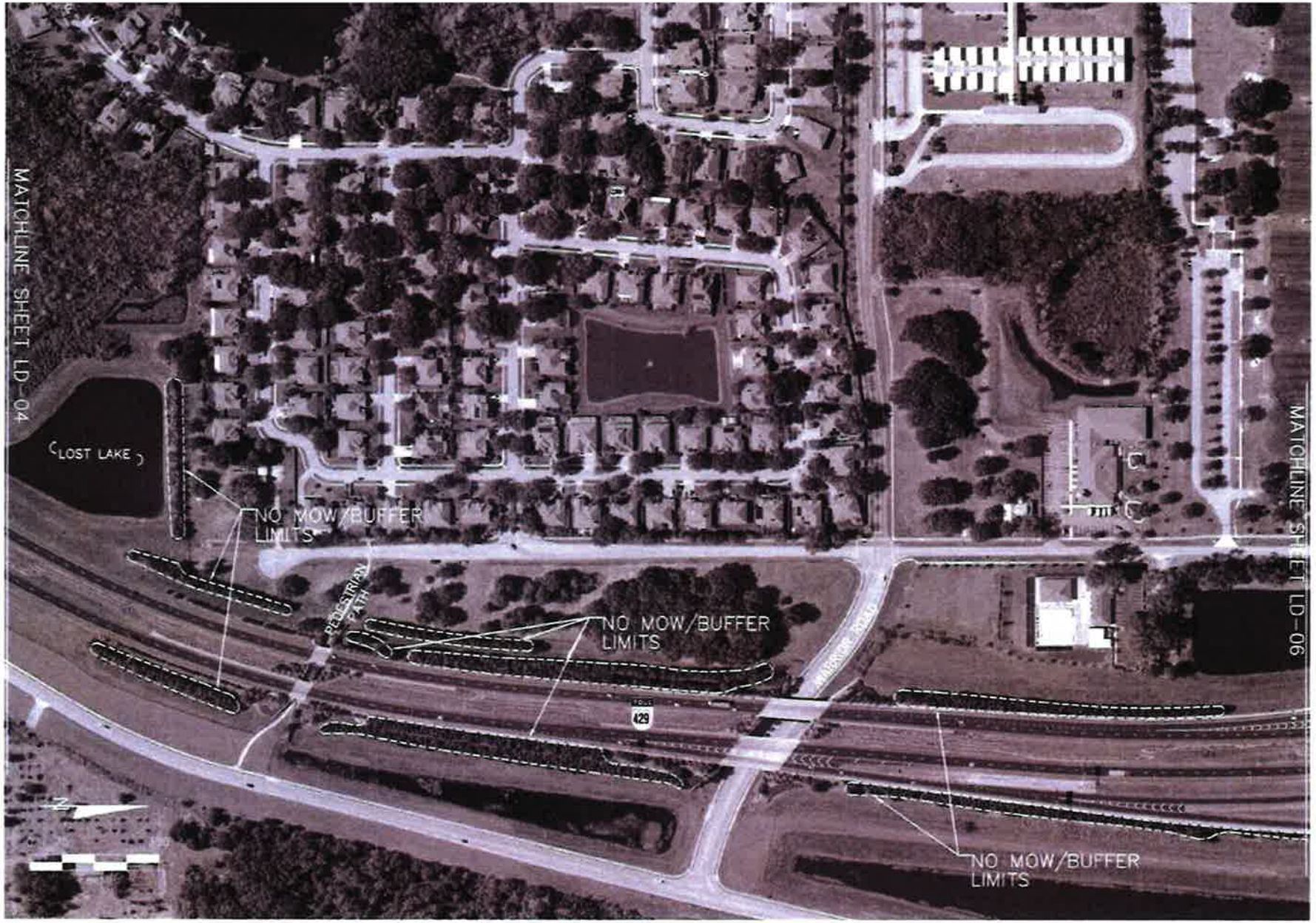
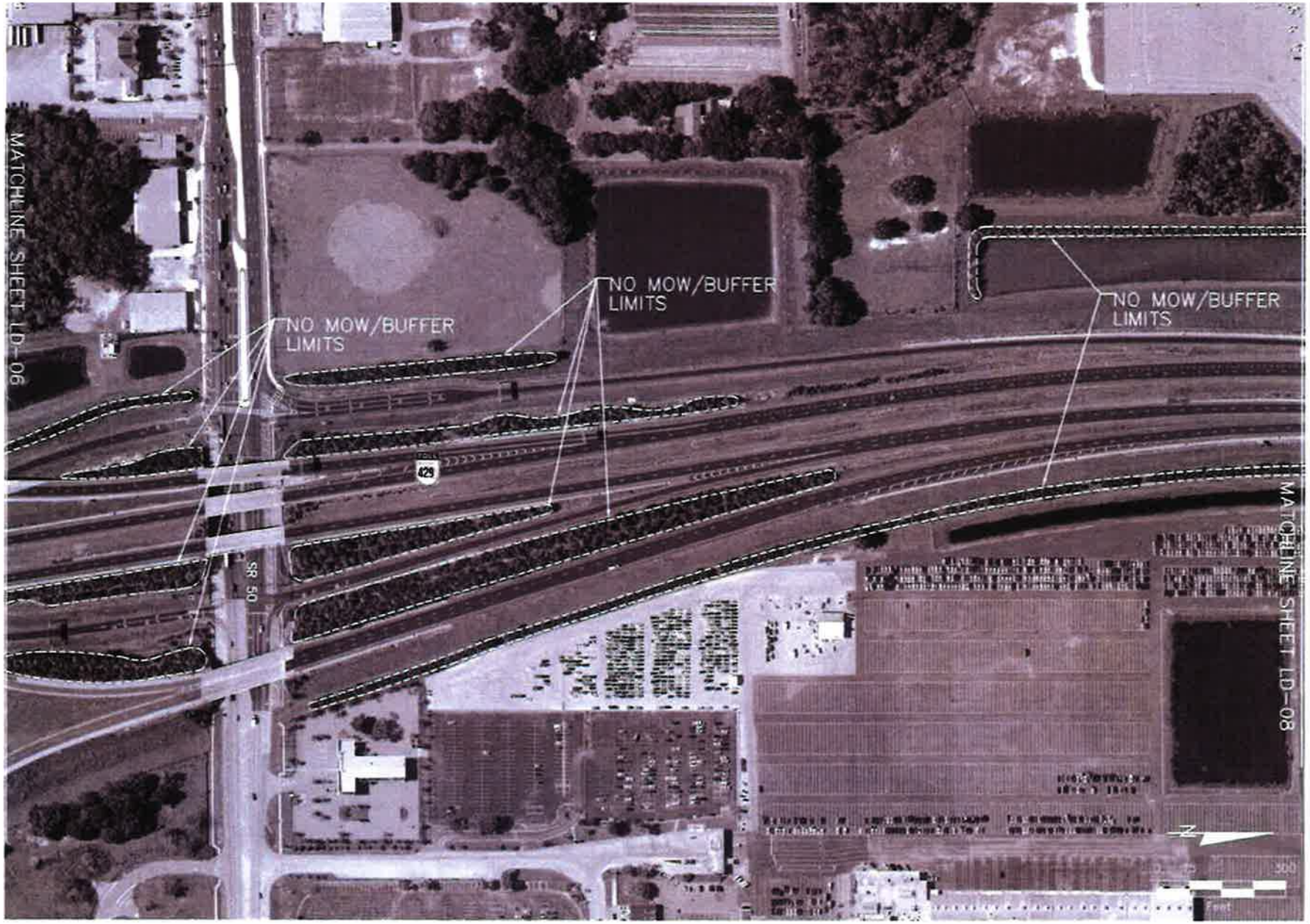
				SR 429		LD-03

REVISIONS							
DATE	DESCRIPTION	DATE	DESCRIPTION		CFX PROJECT NO.	SR 429 NO MOW – BUFFER AREAS STONEY BROOK WEST PKWY. – 2	SHEET NO. LD-04
					SR 429		

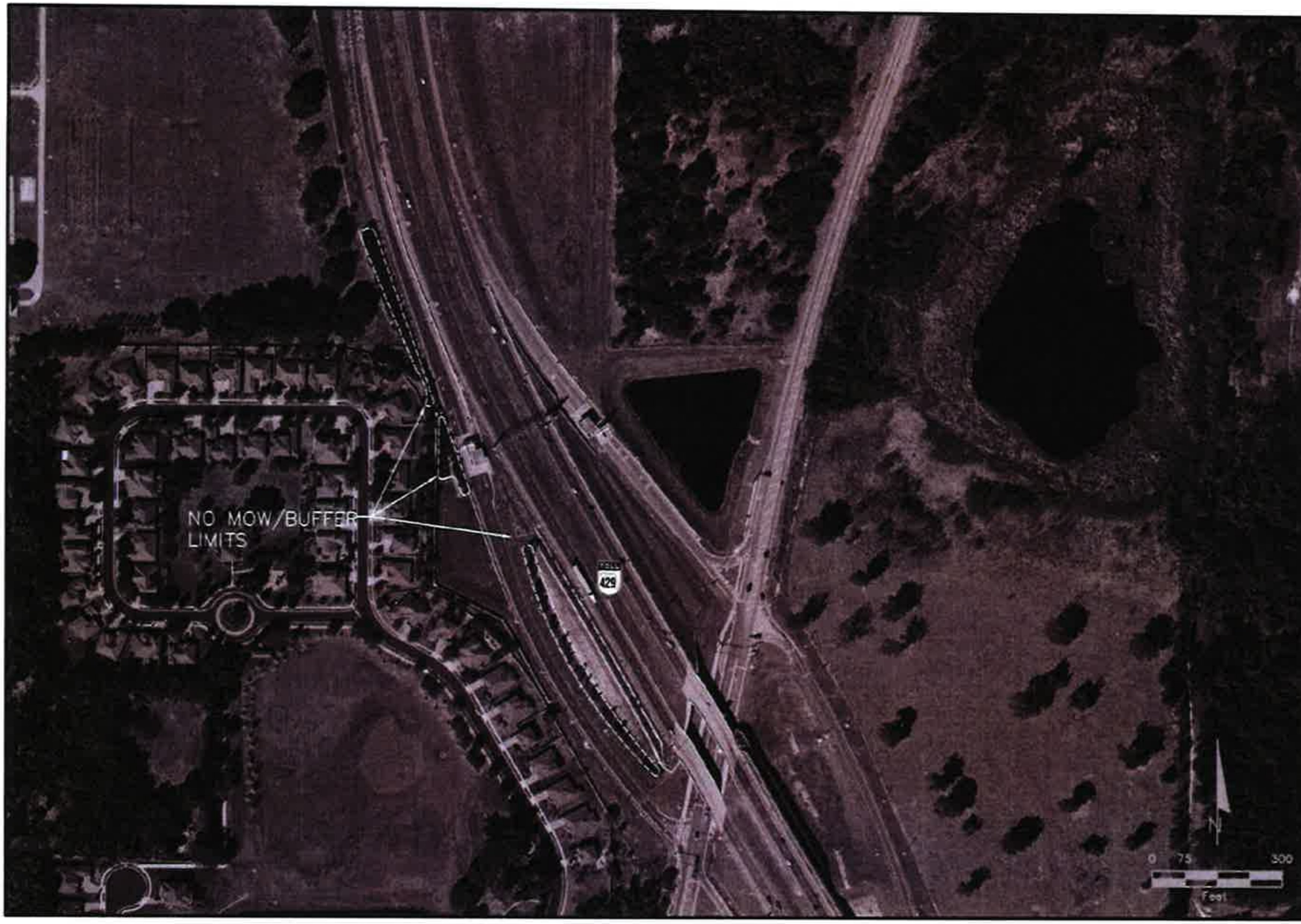


REVISIONS					CFX PROJECT NO.		SR 429 NO MOW – BUFFER AREAS LOST LAKE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
					SR 429			LD-05

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION	CFX PROJECT NO.	SR 429 NO MOW – BUFFER AREAS TURNPIKE INTERCHANGE	SHEET NO.
				SR 429		LD-06



REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			
				CFX PROJECT NO.	SR 429 NO MOW – BUFFER AREAS SR 50	SHEET NO. LD-07
				SR 429		



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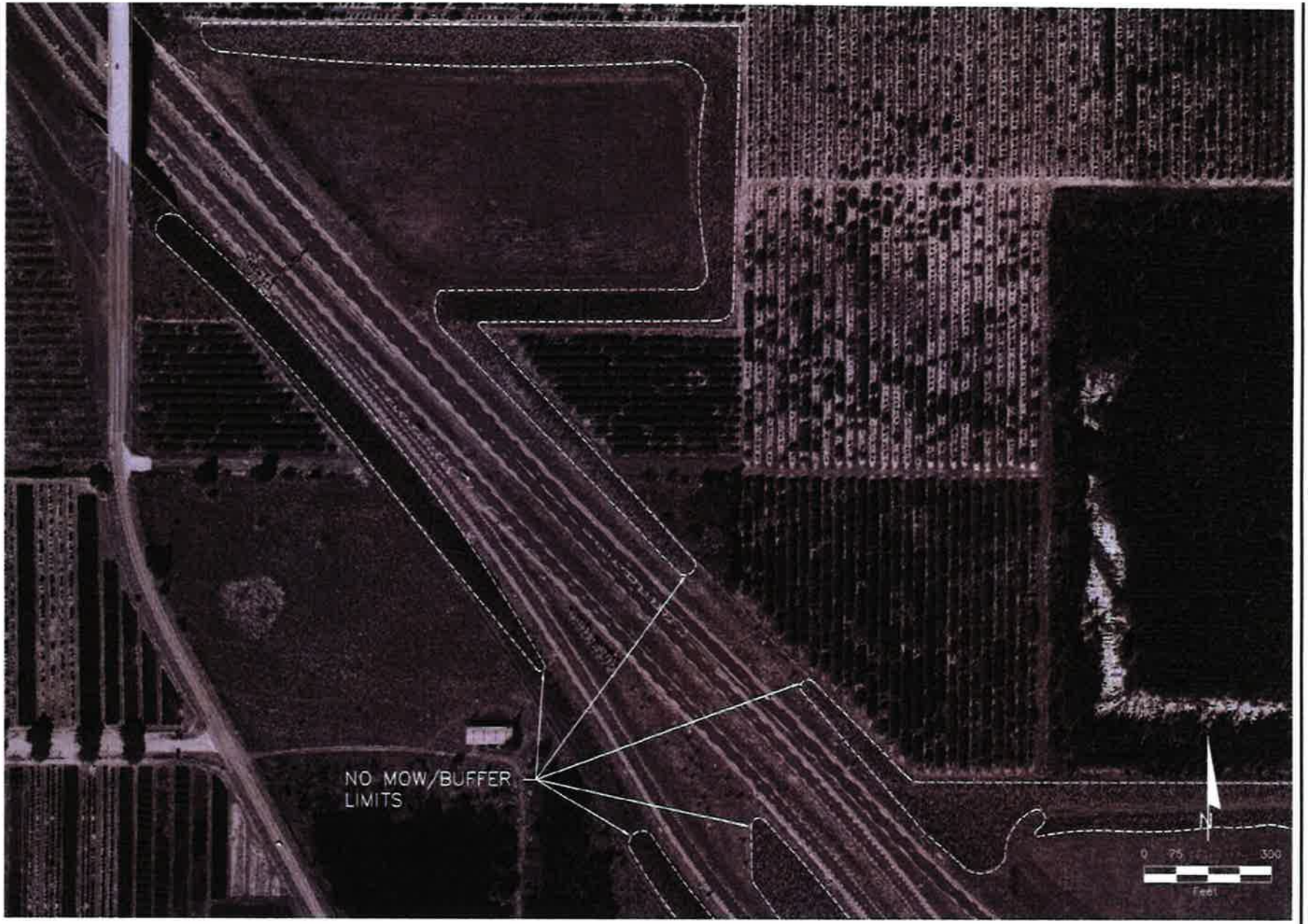
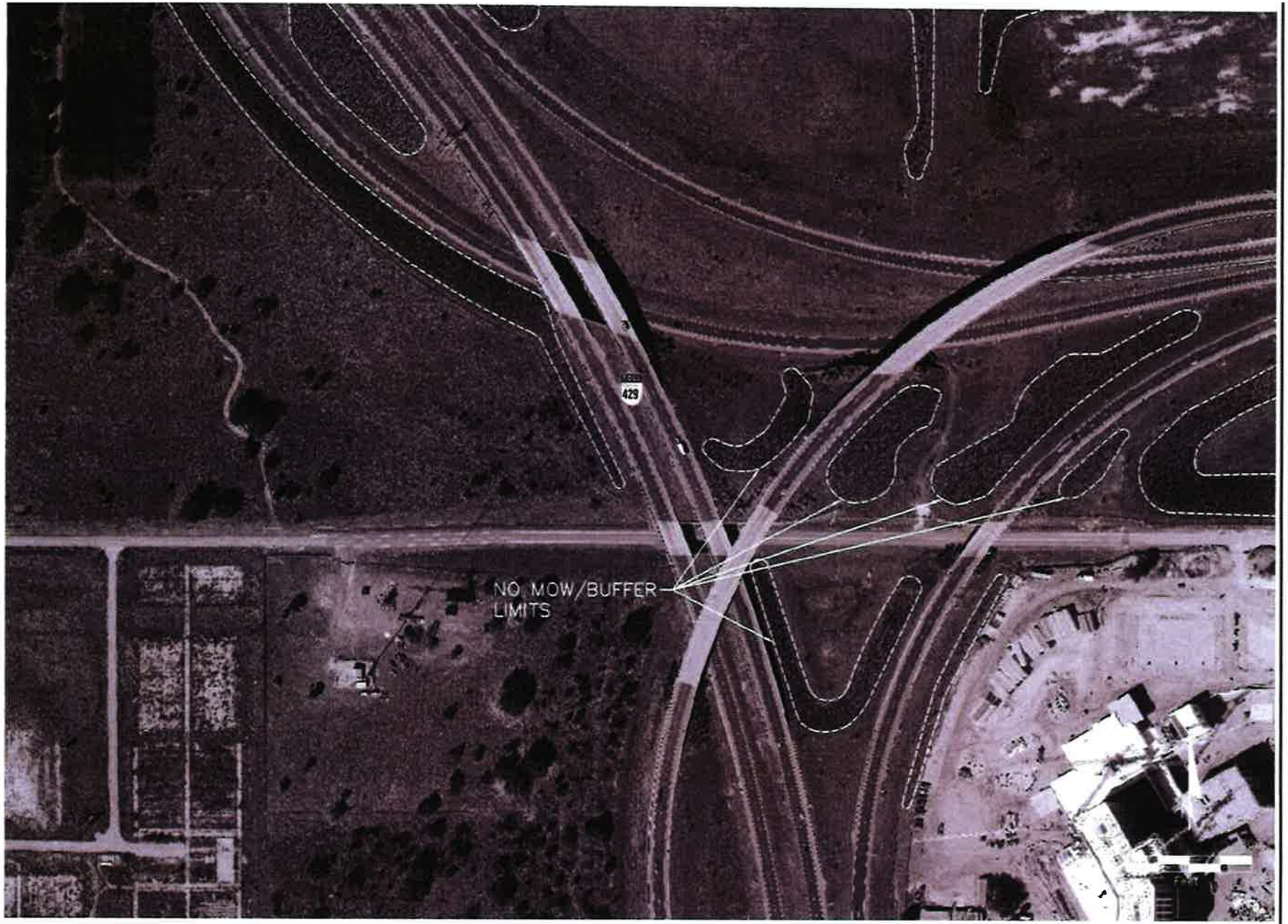
					SR 429			LD-09



REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION	CFX PROJECT NO.	SR 429 NO MOW – BUFFER AREAS 200F(1 OF 4)	SHEET NO.
				SR 429		LD-10

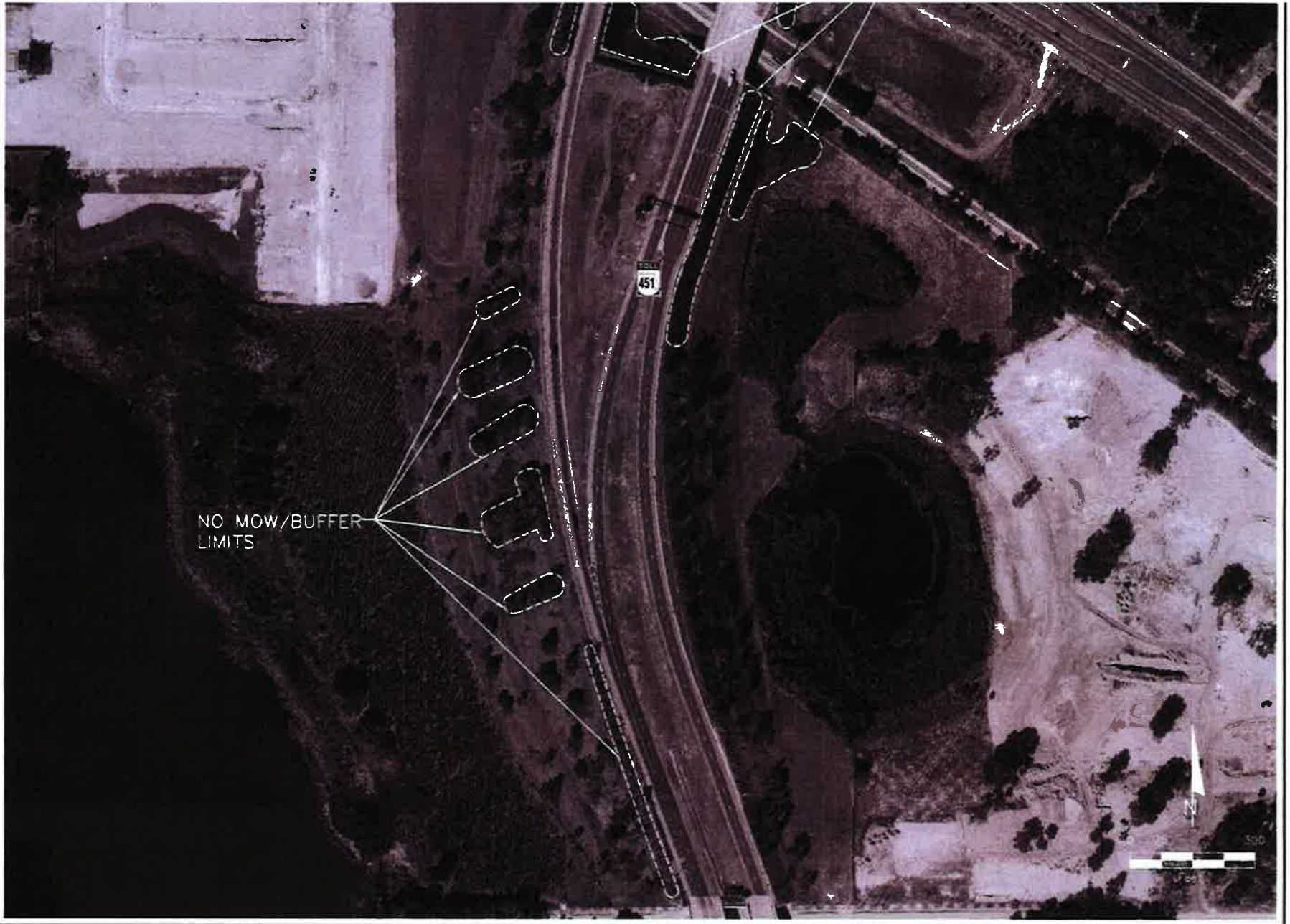


REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			
				CFX PROJECT NO.	SR 429 NO MOW – BUFFER AREAS 200F(2 OF 4)	SHEET NO. LD-11
				SR 429		

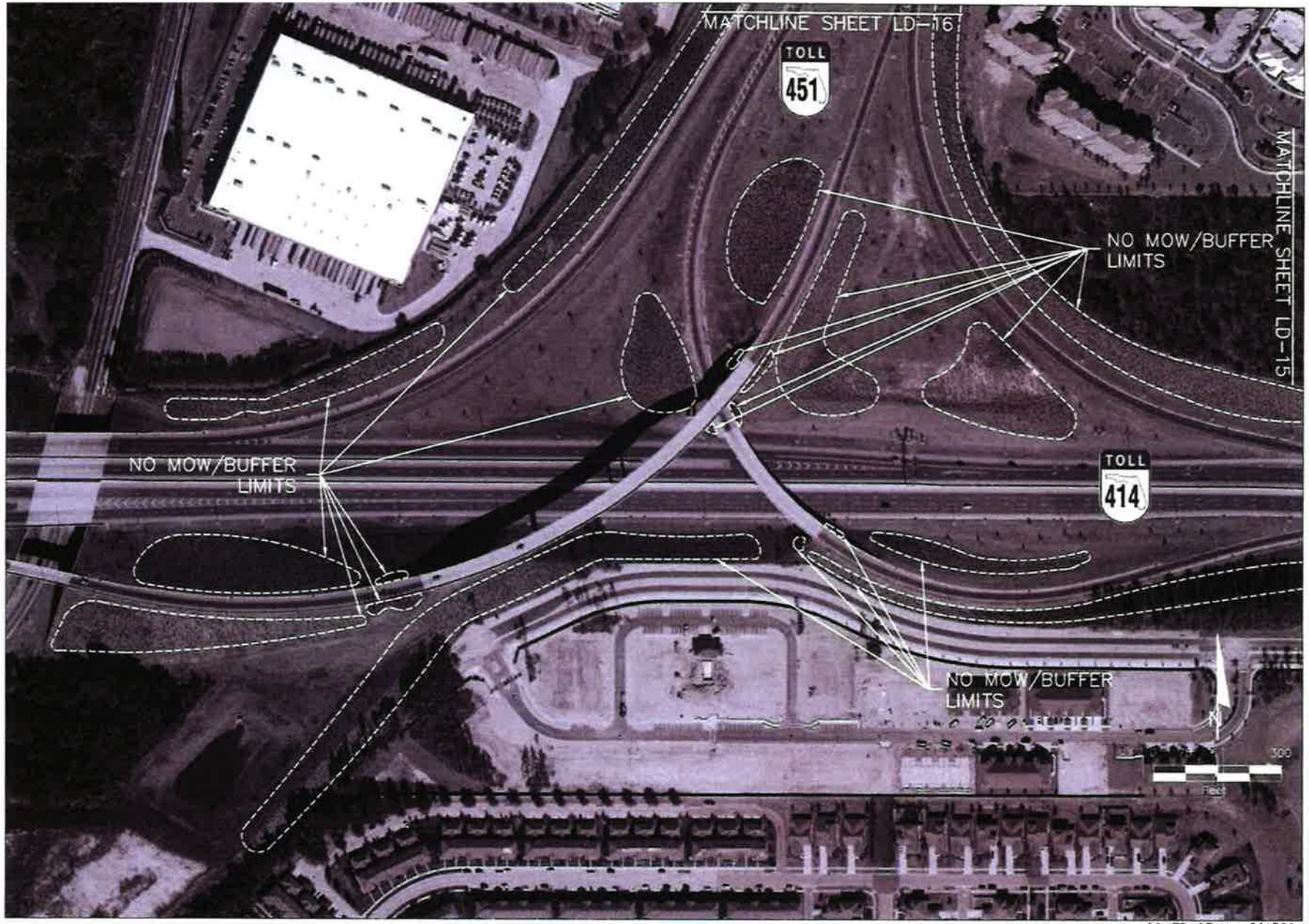
REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			
				CFX PROJECT NO.	SR 429 NO MOW – BUFFER AREAS 200F(3 OF 4)	SHEET NO. LD-12
				SR 429		

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			
				CFX PROJECT NO.	SR 429 NO MOW – BUFFER AREAS 200F(4 OF 4)	SHEET NO. LD-13
				SR 429		

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION	CFX PROJECT NO.	SR 429 NO MOW – BUFFER AREAS 451 / 441 (1 OF 2)	SHEET NO. LD-14
				SR 429		



REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION			
				CFX PROJECT NO	SR 429 NO MOW – BUFFER AREAS 451 / 441 (2 OF 2)	SHEET NO. LD-15
				SR 429		

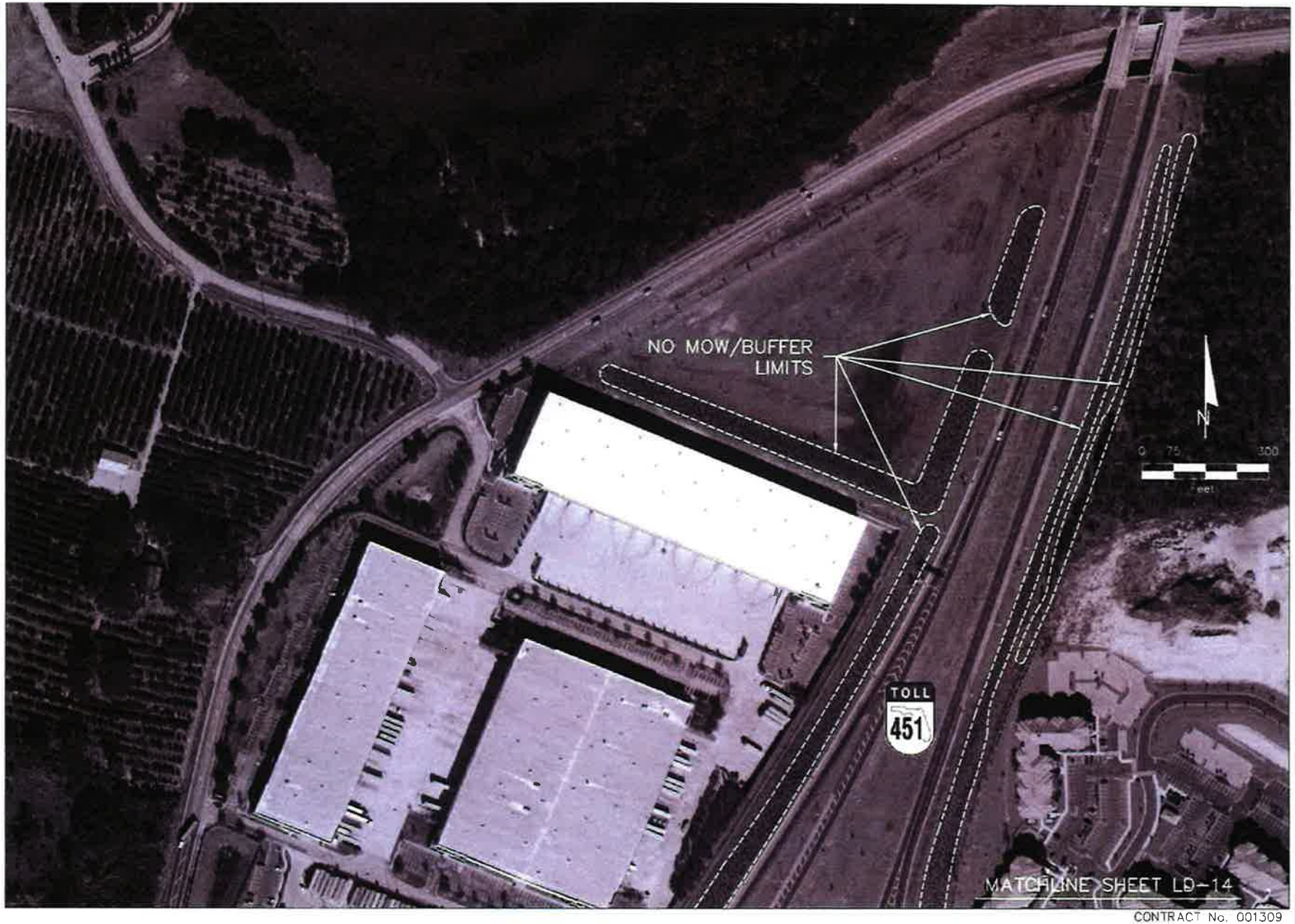


CONTRACT No. 001309

REVISIONS							
DATE	DESCRIPTION	DATE	DESCRIPTION		CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SR 429 NO MOW – BUFFER AREAS 200G(1 OF 3)	SHEET NO.
					SR-429			LD-14

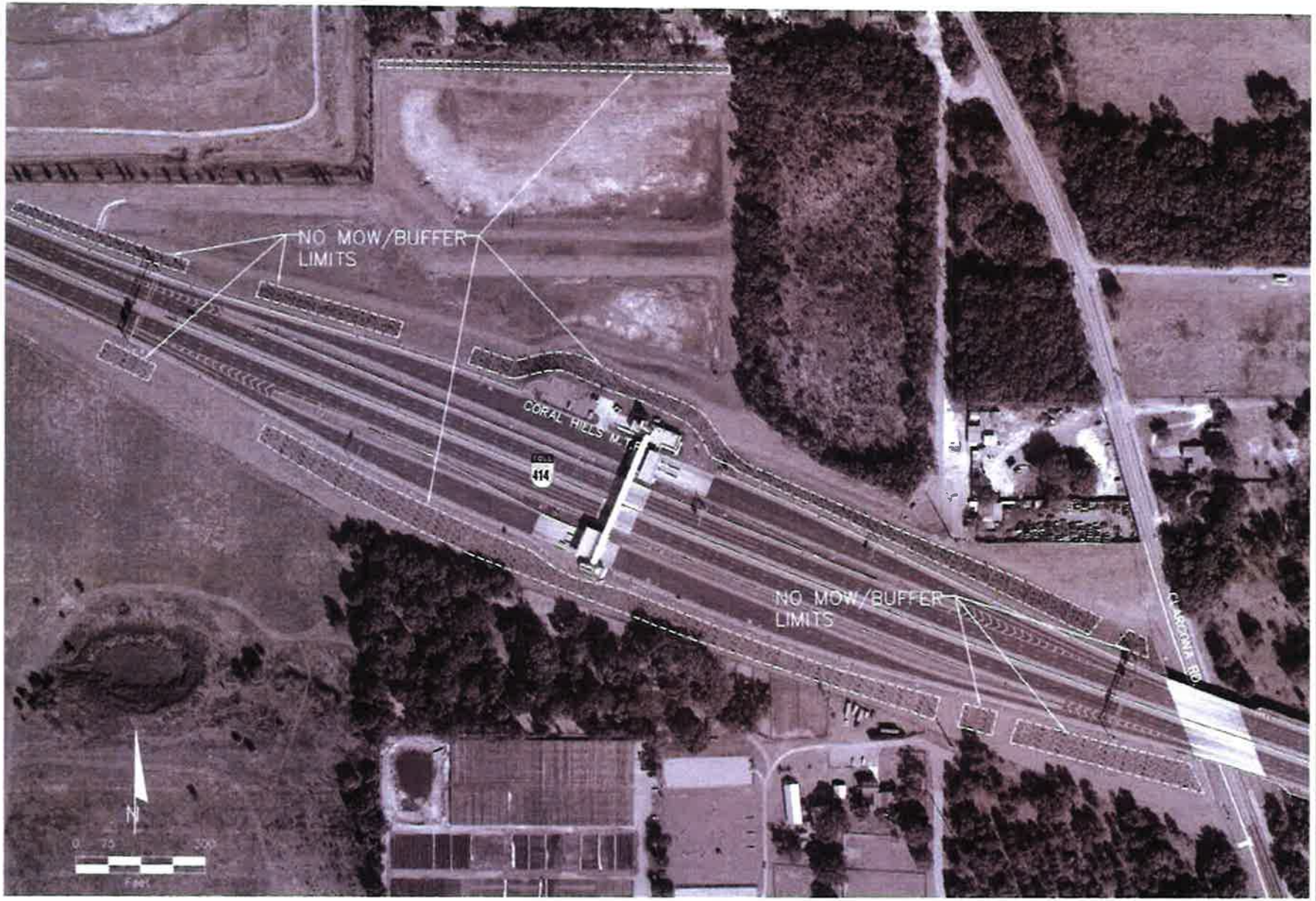
CONTRACT No. 001309

REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION	CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SR 429 NO MOW – BUFFER AREAS 200G(2 OF 3)	SHEET NO.
				SR-429			LD-15

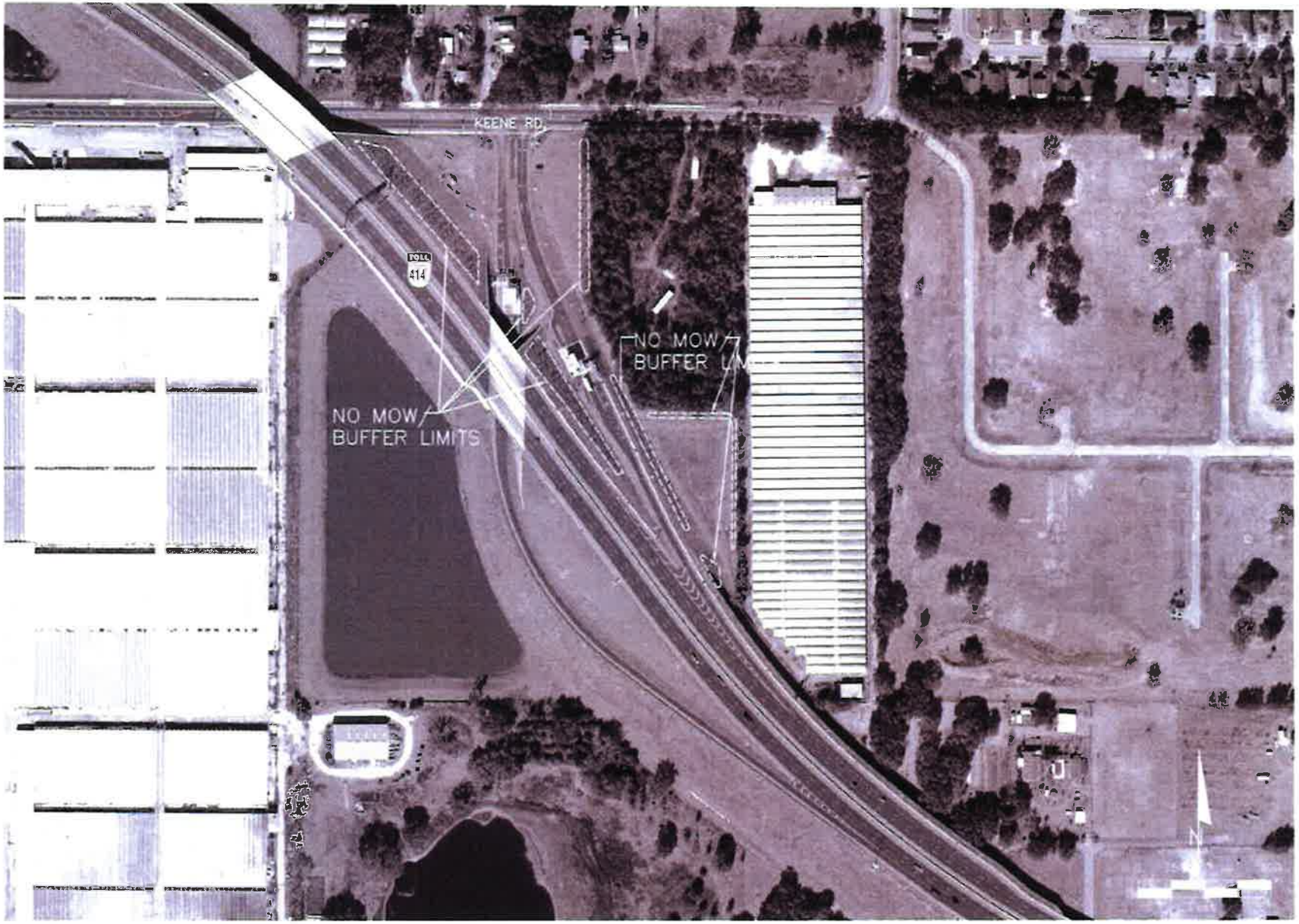


CONTRACT No. 001309

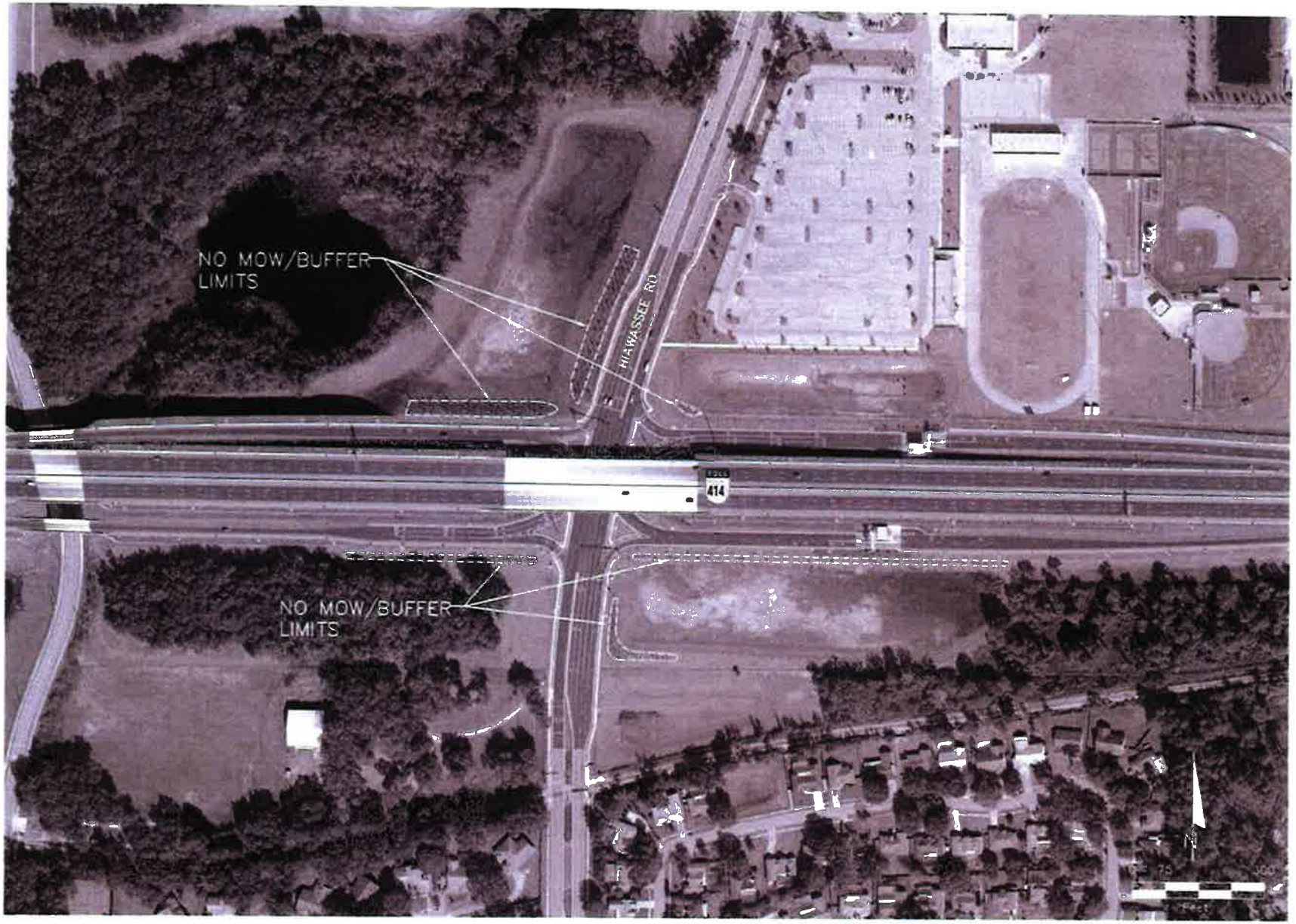
REVISIONS							
DATE	DESCRIPTION	DATE	DESCRIPTION		CFX	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SR 429 NC MOW -- BUFFER AREAS 200G(3 OF 3)	SHEET NO.
					SR-429			LD-16



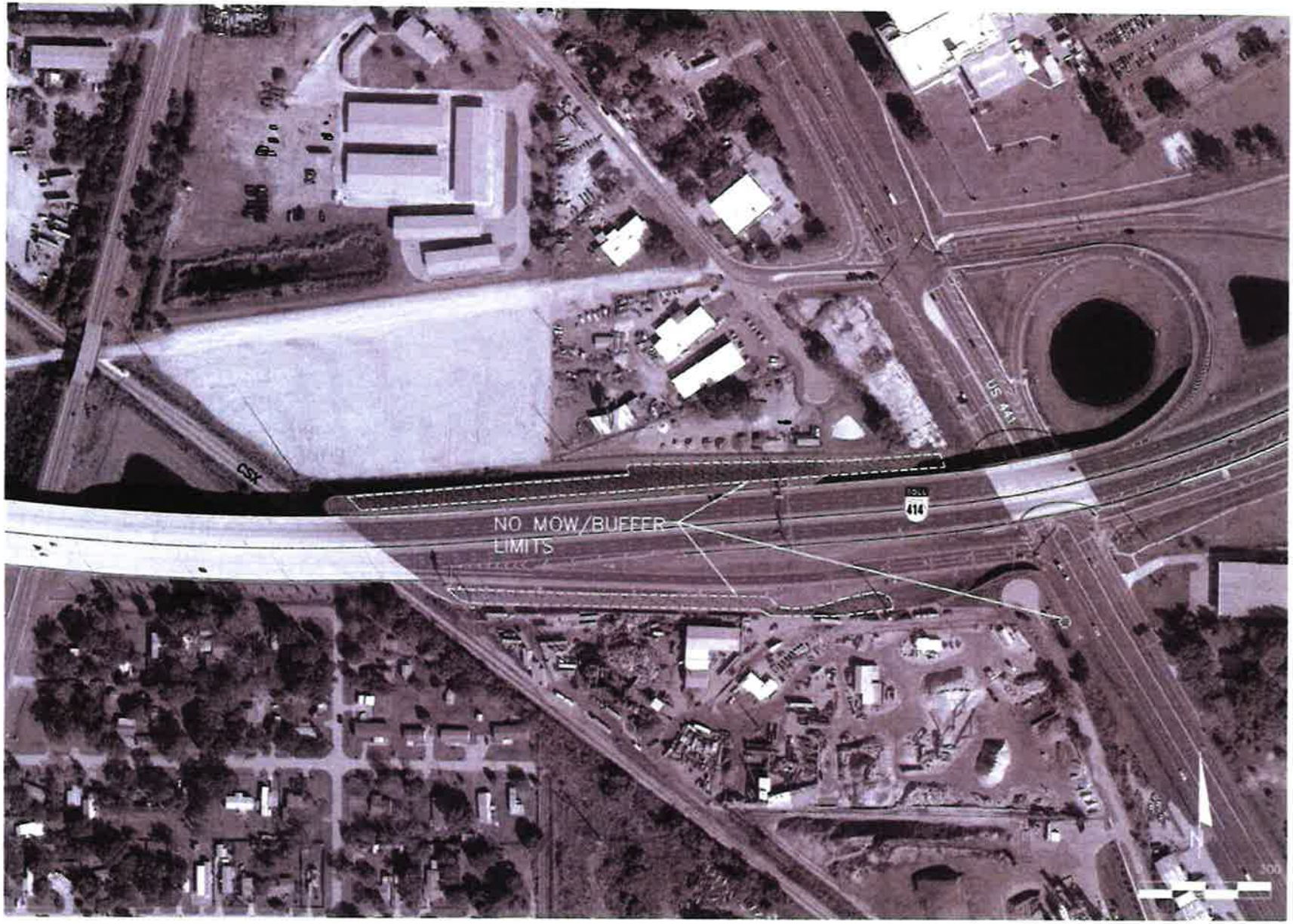
REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION		CFX PROJECT NO.	SR 414 NO MOW – BUFFER AREAS CORAL HILLS M.T.P.	SHEET NO.
					SR 414		LD-01



REVISIONS					CFX PROJECT NO.		SR 414 NO MOW – BUFFER AREAS KEENE RD.	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
					SR 414			LD-02



REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION	CFX PROJECT NO.	SR 414 NO MOW – BUFFER AREAS HIAWASSEE RD.	SHEET NO.
				SR 414		LD-03



REVISIONS						
DATE	DESCRIPTION	DATE	DESCRIPTION	CFX PROJECT NO.	SR 414 NO MOW – BUFFER AREAS US 441	SHEET NO.
				SR 414		LD-04

CONSENT AGENDA ITEM
#22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: August 20, 2019

SUBJECT: Approval of Purchase Order to Oracle America, Inc. for Software Update Licenses and Support

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Board authorization is requested to issue a purchase order to Oracle America, Inc. in the amount of $109,475.59 for updating various database software licenses and to continue product support for a one-year period from November 15, 2019 to November 14, 2020.

Oracle America, Inc. has been designated as a single source provider for these services.

This amount is budgeted in the OM&A Budget.

Reviewed by:
Rafael Millan
Director of IT

CONSENT AGENDA ITEM
#23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 25, 2019

SUBJECT: Approval of Amendment No. 1 to Supplemental Agreement No. 8 with TransCore, LP for Toll System Upgrade
Contract No. 001021

Board approval is requested for the first Amendment to Supplemental Agreement No. 8 of the referenced contract with TransCore, LP in the amount of $85,953.53. This amendment extends the period for maintenance services for the Automated Vehicle Identification and License Plate Recognition System at the Orlando International Airport.

Original Contract	$85,000,000.00
Supplemental Agreement No. 1	$ (693,692.16)
Supplemental Agreement No. 3	$ 0.00
Supplemental Agreement No. 2	$ (75,000.00)
Supplemental Agreement No. 4	$ 1,102,791.68
Supplemental Agreement No. 5	$ 0.00
Supplemental Agreement No. 6	$ 39,491.54
Supplemental Agreement No. 7	$ 1,902,965.56
Contract Amendment No. 1	$ 0.00
Contract Amendment No. 2	$ 0.00
Supplemental Agreement No. 8	$ 42,482.16
Contract Amendment No. 3	$ 0.00
Amendment No. 1 to SA No. 8	$ 85,953.53
Total	$87,404,992.31

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

Reviewed by:
David Wynne
Director of Toll Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 8

This Amendment No. 1 to Supplemental Agreement No. 8 ("Supplemental Agreement") is entered into this 10th day of October 2019, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary to extend the period of performance beginning November 1, 2019 to July 31, 2020 for the maintenance services pertaining to the Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program. This time can be extended for six months based on mutual agreement between CFX and TransCore, L.P.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the extension of the period of performance for the maintenance services for the Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program, with no increase in the Contract time. Increase in the Contract amount will be based on costs and fees as outlined in Exhibit "A" in a not-to-exceed amount of $85,953.53. Additional work not explicitly covered by "Exhibit A" must be mutually agreed between CFX and TransCore, L.P. on a time and material basis. Rater per 1.14 Amendment Price Sheet – Table 6.0: Support Services Personnel "Exhibit B".

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment No. 1 to Supplemental Agreement No. 8 and any supplements made previously thereto, the provisions of this Amendment shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

TRANSCORE, L.P.

By:_____

Print Name:_____

Attest:_____ Title:_____

Title:_____

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
AMENDMENT NO. 3 TO CONTRACT NO. 001021 AS SUPPLEMENTED

This Amendment No. 3 to Contract No. 001021 with Supplemental Agreements 1, 2, 3, 4, 5, 6, and 7, is entered into this 18th day of June, 2019, by and between Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

'19 JUN 27 AM 10:49

WITNESSETH:

WHEREAS, CFX and the Contractor on May 15, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX and the Contractor supplemented the Contract seven (7) times; and

WHEREAS, CFX and Contractor wish to amend the language in Volume V Method of Compensation, pay items numbers as set forth below.

NOW, THEREFORE, CFX and the Contractor agree as follows:

1. Pay Item #s 501.b, 502.a, 502.b, 503.a, 503.b, 504.a, 504.b,505.a, 505.b, 506.a, 506.b, 507.a, 507.b, 508.a, 508.b, 509.a, 509.b, 510.a, 510.b, 511.a, 511.b, 512.a, 512.b, 513.a and 513.b of Volume V Method of Compensation shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:

~~**50%** upon delivery of equipment and verification of inventory at Houston warehouse~~
~~**40%** upon Plaza Acceptance~~
~~**10%** upon System Acceptance~~

50% upon delivery of equipment and verification of inventory at Houston warehouse
30% upon submission and CFX acceptance of plaza commissioning report for the installed lanes. Lanes can be submitted in a commissioning report by 1) mainline plaza ORT zone per direction, 2) mainline plaza barrier lanes or 3) all ramp plazas associated with a mainline plaza
10% upon Plaza Acceptance
10% upon System Acceptance

2. Pay Item 401.a
~~90% upon Plaza acceptance~~
~~10% upon System acceptance~~

50% upon successful completion of commissioning of plaza ORT zones (both directions) approved by CFX for all plazas (physical and virtual) reporting to the physical plaza machine
40% upon Plaza acceptance

10% upon System acceptance

3. Pay Item #107
~~100% upon Successful Completion of Commissioning of each Plaza Group approved by CFX.~~

Upon successful completion of Commissioning of each plaza sub-group approved by CFX where the plaza sub-group are defined as:
1) Mainline plaza ORT zones (both directions) 33.33%
2) Mainline plaza barrier lanes (both directions) 33.33%
3) All ramp plazas associated with a mainline plaza 33.33%

4. All other provisions of the Contract as supplemented seven (7) times shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment and the Contract as supplemented, the provisions of this Amendment shall take precedence.

'19 JUN 27 AM10:49

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

CENTRAL FLORDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

'19 JUN 27 AM10:50

TRANSCORE, L.P.

By _____

Print Name: Jim Wilson

Title: SVP

Attest: Valeria Narvaez

Title: Administrative Assistant

VALERIA NARVAEZ
Notary Public - State of Florida
Commission # GG 289295
My Comm. Expires Feb 26, 2023
Bonded through National Notary Assn.

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 8

This Supplemental Agreement No. 8 ("Supplemental Agreement") is entered into this 12th day of April, 2019, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include maintenance services for an Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program from May 1, 2019 to October 31, 2019. This time can be extended for six months based on mutual agreement between CFX and TransCore, L.P.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include maintenance services for an Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program, with no increase in the Contract time. Increase in the Contract amount will be based on costs and fees as outlined in Exhibit "A" in a not-to-exceed amount of $42,482.16.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

'19 APR 22 AM 8:37

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By: _____

Print Name: Edgardo Torres

Title: Associate Vice President

Attest: _____

Title: ASSOCIATE VICE PRESIDENT

Approved as to form and execution, only.

_____
General Counsel for CFX

'19 APR 22 AM 8:37

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
AMENDMENT NO. 2 CONTRACT NO. 001021 AS SUPPLEMENTED

This Amendment No. 2 to Contract No. 001021 with Supplemental Agreements 1, 2, 3, 4, 5, 6, and 7, is entered into this 8th day of April, 2019, by and between Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 15, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX and the Contractor supplemented the Contract seven (7) times; and

WHEREAS, CFX and Contractor wish to amend the language in Volume V Method of Compensation, Pay Item # 501.a as set forth below.

NOW, THEREFORE, CFX and the Contractor agree as follows:

1. Pay Item # 501.a of Volume V Method of Compensation shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:

~~50% upon delivery of equipment and verification of inventory at Houston warehouse~~
~~40% upon Plaza Acceptance~~
~~10% upon System Acceptance~~

50% upon delivery of equipment and verification of inventory at Houston warehouse
30% upon submission and CFX acceptance of plaza commissioning report for the installed lanes. Lanes can be submitted in a commissioning report by 1) mainline plaza ORT zone per direction, 2) all mainline plaza barrier lanes ~~per direction~~ or 3) all ramp plazas associated with a mainline plaza.
10% upon Plaza Acceptance
10% upon System Acceptance

2. All other provisions of the Contract as supplemented seven (7) times shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment and the Contract as supplemented, the provisions of this Amendment shall take precedence.

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

CENTRAL FLORDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By _____

Print Name: Jim Wilson

Title: SVP

Attest: _____

Title: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
AMENDMENT NO. 1 CONTRACT NO. 001021 AS SUPPLEMENTED

This Amendment No. 1 to Contract No. 001021 with Supplemental Agreements 1, 2, 3, 4, 5, 6, and 7, is entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

'18 NOV 16 AM 7:48

WHEREAS, CFX and the Contractor on May 15, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX and the Contractor supplemented the Contract seven (7) times; and

WHEREAS, CFX and Contractor wish to amend the language in Paragraph B of Supplemental Agreement 5 as set forth below.

NOW, THEREFORE, CFX and the Contractor agree as follows:

1. Paragraph B of Supplemental Agreement 5 shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:

> B. ~~The current milestone payment term of 50% upon complete delivery of equipment to local (Orlando) warehouse, and verification of inventory will be modified to payment terms of 25% upon delivery of equipment and verification of inventory at Houston warehouse and 25% upon delivery of equipment and verification of inventory at Orlando warehouse.~~
>
> The current milestone payment term of 25% upon complete delivery of equipment and verification of inventory at Houston warehouse and 25% upon delivery of equipment and verification of inventory at Orlando warehouse will be modified to payment terms of 50% upon delivery of equipment and verification of inventory at Houston warehouse.
>
> Contractor will be responsible for CFX equipment as defined in section 7.3 of the Contract. If required by CFX, Contractor will reimburse CFX or designee for time and travel costs to Houston to verify inventory.
>
> Contractor will be responsible for CFX equipment as defined in Exhibit 1.7 – Vol III Statement of Work, sections 11.3.6.5 and 11.3.6.6 of the Contract. If required, Contractor will reimburse CFX or designee for time and travel costs to Houston to verify inventory.

2. All other provisions of the Contract as supplemented seven (7) times shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment and the Contract as supplemented, the provisions of this Amendment shall take precedence.

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

CENTRAL FLORDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

'18 NOV 16 AM 7:48

TRANSCORE, L.P.

By _____

Print Name: Jim Willson

Title: SVP

Attest: _____

Title: AVP.

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 7

This Supplemental Agreement No. ~~6~~ 7 ("Supplemental Agreement") is entered into this 12th day of January, 2017, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to reconfigure some of its toll plazas. Due to this reconfiguration it is necessary to modify the Contract Scope of Work to purchase additional toll system lane equipment to support the reconfiguration as well as provide Owner Furnished materials for new plazas.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall reconfigure some toll plazas and purchase additional toll system lane equipment at a cost of $1,902,965.56.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

CENTRAL FLORDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By _____

Print Name: Jim Wilson

Title: SVP

Attest: _____
SCOTT HOOTON

Title: VICE PRESIDENT

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 6

3 AUG '16 AM 8:44

This Supplemental Agreement No. 6 ("Supplemental Agreement") is entered into this 18th day of July, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable expand the Contract Statement of Work to include the replacement of the UPS at the Forest Lake Plaza to support the new toll system replacement project.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall furnish and install the UPS at the Forest Lake Plaza at a cost of $39,491.54.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

CENTRAL FLORDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By _____

Print Name: Jim Wilson

Title: SVP

Attest: _____

Title: VICE PRESIDENT

Approved as to form and execution, only.

_____
General Counsel for CFX

Tab 4.19: Optional - Toll Lane Equipment Upgrades - Hardware & Installation

Unit and Total Purchase Prices

By: TransCore, LP

No.	Pay Item Description	Qty	Unit of Measure	Unit Price	Extended Price	Remarks
	"Error" Note: Indicates that a required input cell has been left blank, and must be populated with a number, even if it is a zero.					
	Optional - Toll Lane Lane Equipment Upgrades - Hardware & Installation					
521	Automated Vehicle Classification Component Retrofit to Toll Lane - Manned Booth/AVI - Ramp	1	Lane	$0.00	$0.00	Incl. in base install
522	Automated Vehicle Classification Component Retrofit to Toll Lane - Manned Booth/ATPM/AVI - Ramp	1	Lane	$0.00	$0.00	Incl. in base install
523	Automated Vehicle Classification Component Retrofit to Toll Lane - ATPM/AVI - Ramp	1	Lane	$0.00	$0.00	Incl. in base install
524	Automated Vehicle Classification Component Retrofit to Toll Lane - Dedicated AVI - Ramp	1	Lane	$0.00	$0.00	Incl. in base install
525	VES Cameras - Front - Retrofit Toll Lane - Mainline	1	Lane	$20,846.12	$20,846.12	
526	VES Cameras - Front - Retrofit Toll Lane - Ramp	1	Lane	$20,846.12	$20,846.12	
527	NOT USED	0	Lane		$0.00	
528	NOT USED	0	Lane		$0.00	
529	Uninterruptable Power Supply - Plaza - New Replacement for Legacy UPS	1	Each	$39,491.54	$39,491.54	
530	Uninterruptable Power Supply - Host - New Replacement for Legacy UPS	1	Each	$39,491.54	$39,491.54	
531	Uninterruptable Power Supply - Disaster Recovery - New Replacement for Legacy UPS	1	Each	$39,491.54	$39,491.54	
					$160,166.88	OPTIONAL EQUIPMENT PURCHASE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 5

This Supplemental Agreement No. 5 ("Supplemental Agreement") is entered into this 12th day of July, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to accelerate the Toll System Upgrade Project ("TSUP") schedule and share in the cost savings realized by the acceleration.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to acceleration of the installation portion of the Toll System Replacement Project to include the following changes and edits:

A. Reducing the number of toll lanes contained in the scope of the TSUP from 341 to 339. This factor revises the per lane payment of $10,747.48, a reduction of $4,856.05 per lane.

B. The current milestone payment term of 50% upon complete delivery of equipment to local (Orlando) warehouse, and verification of inventory will be modified to payment terms of 25% upon delivery of equipment and verification of inventory at Houston warehouse and 25% upon delivery of equipment and verification of inventory at Orlando warehouse.

Contractor will be responsible for CFX equipment as defined in section 7.3 of the Contract. If required, Contractor will reimburse CFX or designee for time and travel costs to Houston to verify inventory.

C. The early completion bonus of $1,048,378.97 to the Contractor will be paid as follows:

- A 50 percent payment or $524,189.48 paid on a per-lane basis. Which would increase the payment to $12,293.76 per lane.

- The remaining 50 percent or $524,189.49 will be paid as a time-based bonus per the following schedule:

Months Early (max baseline May 2018)	Completion Bonus
8 (installation completed by end of May 2018)	$524,189.49
7 (installation completed by end of June 2018)	$458,665.80
6 (installation completed by end of July 2018)	$393,142.11
5 (installation completed by end of August 2018)	$327,618.42
4 (installation completed by end of September 2018)	$262,094.75
3 (installation completed by end of October 2018)	$196,571.04
2 (installation completed by end of November 2018)	$131,047.37
1 (installation completed by end of December 2018)	$ 65,523.69

D. Contractor contends that there will be no excuses in schedule delays related to project design, project review comments, testing delays, or installation issues; schedule delays due to force majeure, as defined in section 19.2(viii) of the contract, shall be cause for a matching relief in schedule. Contractor shall document and sent to CFX any perceived delay within one (1) business day for review and concurrence. The Contractor will add additional installation crew at no further cost to CFX which is expected to reduce the duration of the installation by upwards of eight (8) months. In the event the Contractor is able to achieve a schedule acceleration greater than above, additional credit to CFX and/or Contractor is not part of this Supplement Agreement.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

CENTRAL FLORDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By _____

Print Name: Jim Wilson

Title: SVP

Attest: _____

Title: VICE PRESIDENT

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 4

This Supplemental Agreement No. 4 ("Supplemental Agreement") is entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees as outlined in Exhibit "A" in a not to exceed amount of $1,102,791.68.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By: _____

Print Name: Jim Wilson

Title: SVP

Attest: _____

Title: VICE PRESIDENT

Approved as to form and execution, only.

_____
General Counsel for CFX

SUPPLEMENTAL AGREEMENT NO. 2 TO
CONTRACT FOR TOLL SYSTEM UPGRADE
CONTRACT NO. 001021

This Supplemental Agreement is made and entered as of the last date of execution below, by and between, TRANSCORE, LP, duly registered to do business in the State of Florida, having a place of business at 2100 Lake Orange Drive, Suite 100, Orlando, Florida 32837, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX."

WITNESSETH:

WHEREAS, Contract No. 001021 for a Toll System Upgrade, executed on or about May 14, 2015, requires TransCore to provide source code, corresponding configuration settings, documentation, compilers and other necessary materials required to create executable software from the source code, hereinafter collectively referred to as "Source Code;" to CFX, annually and at all significant events, including the first plaza acceptance test, Final System Acceptance, and routine updates and releases as indicated in Contract Exhibit 1.2, item number 13.

WHEREAS, the Contract provides that "CFX has the right to make copies, to use the code on its systems, and to alter or modify the source code, as upgraded, enhanced, modified, or configured, at its risk and option, which right survives the term of the Contract."

WHEREAS, one of TransCore's subcontractors, QFree America Inc., hereinafter "QFree," will not agree to provide CFX with the Source Code.

WHEREAS, the CFX's Board of Directors at its meeting on the 14th day of January 2016, agreed to enter into an Escrow Agreement; CFX Contract No. 001183, with QFree and NCC Group Escrow Associates, to provide protocol procedures for access to the source code in case of a release event.

WHEREAS, QFree has agreed in addition to the Escrow Agreement, to reduce the contractual cost to TransCore by $75,000.

WHEREAS, CFX has determined it necessary to obtain a credit from TransCore in the amount of $75,000.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree with a total credit to the Contract of $75,000.00, as detailed in the attached Exhibit A, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be $84,231,307.84 for all materials and services required under the Contract.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Supplemental Agreement on behalf of the parties as of the last day of execution below.

TRANSCORE, LP

Date: 2/22/16

By: _____

Print Name: Jim Willson

Title: SVP

ATTEST: _____ (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: 2-26-16

By: _____
Director of Procurement

APPROVED AS TO FORM
AND EXECUTION ONLY

_____
CFX General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 2

EXHIBIT A
DETAILS OF CREDIT TO THE CONTRACT

The $75,000 credit shall be applied towards the Factory Acceptance Test (FAT), line item 105 of Exhibit 1.15 of the contract.

Line item	Nomenclature		
105	Factory Acceptance Test (FAT)	Extended Price -	$199,307.56
		Credit -	-$75,000.00
		Total	$124,307.56

END OF EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 3

19 JAN '16 PM 2:09

This Supplemental Agreement No. 3 ("Supplemental Agreement") is entered into this 8th day of January, 2016, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include transponder distribution services when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include transponder distribution services when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees negotiated between CFX and the Contractor at the time the services are required and approved by CFX.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

29 JAN '16 AM 10:15

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By: _____

Print Name: Jim Wilson

Title: SVP

Attest: _____

Title: AVP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 1st day of December, 2015, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the deletion of the equipment in accordance with the attached Exhibit A, Scope of Services, with a total credit to the Contract of $693,692.16, as detailed in the attached Exhibit B, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be $84,306,307.84 for all materials and services required under the Contract.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRANSCORE, L.P.

By: _____

Print Name: Tracy Marks

Title: President

Attest: _____

Title: Contract Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 1

EXHIBIT A
SCOPE OF WORK

I. General

CFX wishes to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes. A detailed breakdown of credit for each item is included in Exhibit B.

II. Conditions

The Contractor shall identify and bring to CFX's attention in writing any unique field conditions, different configurations, etc., not otherwise mentioned in this Supplemental Agreement that will affect the Contractor's work.

III. Schedule Impact

The removal of the existing equipment is considered a constructive acceleration of the work and does not impact the critical path schedule; therefore, there is no change to the overall project schedule. The Contractor shall have no right to make any claim for constructive acceleration or include the same as an element of any claim the Contractor may otherwise submit under the Contract.

END OF EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 1

EXHIBIT B
DETAILS OF CREDIT TO THE CONTRACT

Delete the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal from the contract requirements for 262 lanes. This total includes 8 lanes in Osceola County identified as:

4 Manned/AVI lanes at Shingle Creek Mainline Plaza
2 Dedicated AVI lanes at Shingle Creek Mainline Plaza
1 Dedicated AVI lane at Poinciana Off Ramp
1 Dedicated AVI lane and Poinciana On Ramp

262 lanes x $2,647.68 credit per lane = $693,692.16 Total Credit to the Contract calculated as follows:

Component	Unit Price	Total Credit
2 Aspect (R/G) Signal @	$493.72 each x 262 lanes =	$129,354.64
Patron Toll Display @	$1,719.49 each x 262 lanes =	$450,506.38
Violation Beacon @	$434.47 each x 262 lanes =	$113,841.14
	$2,647.68	$693,692.16

This total includes costs for labor, mounting brackets, and cable associated with each cable.

END OF EXHIBIT B

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TRANSCORE, LP

TOLL SYSTEM UPGRADE

CONTRACT NO. 001021

CONTRACT DATE: MAY 14, 2015
CONTRACT AMOUNT: $85,000,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, NEGOTIATED AREAS, TRANSCORE MODIFICATIONS AND CLARIFICATIONS, REVISED CDRL APPENDIX K, AGREED CHANGES TO MILESTONE PAYMENTS, THE ADDENDA, STATEMENT OF WORK, SYSTEM REQUIREMENTS, METHOD OF COMPENSATION, APPENDICES, TRANSCORE PROJECT MANAGEMENT MATRIX, TRANSCORE MAINTENANCE PERSONNEL MATRIX, TRANSCORE REVISED PROJECT SCHEDULE, TECHNICAL PROPOSAL, PRICE PROPOSAL, TRANSCORE "ALLEGRO TOLL TRANSPONDER REPLACEMENT PROPOSAL", BONDS, AND INSURANCE POLICIES

CONTRACT, NEGOTIATED AREAS, TRANSCORE MODIFICATIONS AND CLARIFICATIONS, REVISED CDRL APPENDIX K, AGREED CHANGES TO MILESTONE PAYMENTS, THE ADDENDA, STATEMENT OF WORK, SYSTEM REQUIREMENTS, METHOD OF COMPENSATION, APPENDICES, TRANSCORE PROJECT MANAGEMENT MATRIX, TRANSCORE MAINTENANCE PERSONNEL MATRIX, TRANSCORE REVISED PROJECT SCHEDULE, TECHNICAL PROPOSAL, PRICE PROPOSAL, TRANSCORE "ALLEGRO TOLL TRANSPONDER REPLACEMENT PROPOSAL", BONDS, AND INSURANCE POLICIES

FOR

TOLL SYSTEM UPGRADE

CONTRACT NO. 001021

MAY 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton G. Cadwell, Chairman
S. Scott Boyd, Vice Chairman
Brenda Carey, Secretary/Treasurer
Fred Hawkins, Jr., Board Member
Teresa Jacobs, Orange County Mayor
Buddy Dyer, City of Orlando Mayor
Walter A. Ketcham, Jr., Board Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez-Scaccetti, Non-Voting Advisor

TABLE OF CONTENTS

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Below listed documents included on CD
(Negotiated Areas, TransCore modifications and clarifications, Revised CDRL Appendix K, Agreed changes to Milestone Payments, The Addenda, Statement of Work, System Requirements, Method of Compensation, Appendices, TransCore Project Management Matrix, TransCore Maintenance Personnel Matrix, TransCore Revised Project Schedule, Technical Proposal, Price Proposal, TransCore "Allegro Toll Transponder Replacement Proposal")

Below listed documents included at the back of this binder behind the Contract
(Bonds, and Insurance policies)

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 14th day of May, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the CFX and TransCore, LP, hereinafter the CONTRACTOR:

WITNESSETH:

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

WHEREAS, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to design, furnish, install and maintain toll collection system replacement equipment and related tasks as may from time to time be assigned to the CONTRACTOR by the CFX; and,

WHEREAS, on or about September 29, 2014, the CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the sole qualified firm that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include designing, furnishing, installing and maintaining toll collection system replacement equipment as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services

on a non-exclusive basis. The CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract
1.2 Negotiated Areas v12 dated 4/21/2015
1.3 TransCore modifications and clarifications
1.4 Revised CDRL Appendix K dated 2/24/2015
1.5 Agreed changes to Milestone Payments
1.6 The Addenda (RFP001021 Addendum 1, 2, & 3) modifying the Contract Documents,
1.7 The Statement of Work,
1.8 The System Requirements,
1.9 The Method of Compensation,
1.10 TransCore Project Management Matrix
1.11 TransCore Maintenance Personnel Matrix
1.12 TransCore Revised Project Schedule
1.13 The Technical Proposal submitted by CONTRACTOR
1.14 The Price Proposal submitted by CONTRACTOR,
1.15 TransCore "Allegro Toll Transponder Replacement Proposal"
1.16 Bonds, and
1.17 Insurance policies

(collectively, the "Contract").

2. TERM AND NOTICE

The term of the Contract will be from the date established in the Notice to Proceed from the CFX as shown in the table below:

Table III.00.02 – Project Milestones

Project Phase	Mile-stone No.	Milestone	Time Frame
Phase I System Design Development	1	Completion of Mobilization	8/27/2015
	2	Satisfactory Completion of Preliminary Design Review (PDR)	9/7/2015
	3	Satisfactory Completion of Detail Design Review (DDR)	10/21/2015

Table III.00.02 – Project Milestones			
Project Phase	Mile-stone No.	Milestone	Time Frame
Phase II System Integration & Testing	4	Satisfactory Completion of Factory Acceptance Test (FAT)	2/22/2016
Phase III System Implementation, Installation, Commissioning & Testing	5	Satisfactory Completion of Implementation of Toll Host Environment Subsystems& Message Converter Interface w/Legacy	3/7/2016
	6	Satisfactory Completion of Toll Host Environment Interoperability & External Interface Testing	6/7/2016
	7	Satisfactory Completion of System Initial End-to-End Testing (SIETET)	11/28/2016
	8	Satisfactory Completion of Plaza Acceptance Testing (PAT) at Last Plaza Group	12/3/2019
Phase IV Final System Acceptance	9	Satisfactory Completion of Final System Acceptance Testing (SAT)	6/27/2019
Phase V Warranty Period	—	----------	11/28/2016 THRU 12/19/2019 H/W: Host Environment: Date of Host Environment Commissioning for 3 years. Plaza Group: Date of 1st Plaza Group Commissioning for 1 year. S/W: Date of 1st Plaza Group Commissioning thru end of Contract Term.
Phase VI System Maintenance Period	10	End of Initial System Maintenance Period	6/27/2019 H/W: Date of Final System Acceptance. S/W: Date of Final System Acceptance.
	11	End of Operational System Maintenance Period	5 years after Date of Final System Acceptance.

EXTENDED SYSTEM MAINTENANCE

At CFX's sole option, CONTRACTOR shall provide extended system maintenance for ten (10) additional one-year periods, or portions thereof, with a price that shall not increase more than the prior year's average annual increase as reported in the Consumer Price Index (CPI) for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the Bureau of Labor Statistics or no more than 3% per year, whichever is lower. If the CPI is negative, then the price shall not decrease, but remain the same as the prior year.

The CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the CFX (with or without cause) constitute a default by the CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the CFX, the CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be

reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $85,000,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation, Contract Exhibit 1.9 as amended by Contract Exhibit 1.5.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The CFX encourages participation of local minority and women business enterprises on contracts considered for an award. The CONTRACTOR has committed to a two point seven (2.7%) M/WBE participation objective for this project.

The CONTRACTOR shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the CONTRACTOR shall take all necessary and reasonable steps to accomplish that result.

The CONTRACTOR shall submit a draft M/WBE Participation Plan to the CFX for review within 15 days after the Notice to Proceed for the project. The CONTRACTOR's M/WBE plan shall meet the CONTRACTOR's objective approved by the CFX.

At any time, the CFX's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the CFX.

5.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a)"Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.

(4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

5.2 Specific Requirements: The CONTRACTOR shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

(1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

(2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

(3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

(4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.

(5) Meeting with appropriate officials of the CFX, including its Business Development Program Office, to assist with the CONTRACTOR's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

5.3 The CFX will count M/WBE participation toward meeting M/WBE objectives as follows:

(1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.

(2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.

(3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. An M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the CFX will evaluate all relevant factors such as the amount of work subcontracted and industry practices.

(4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work

assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

(5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:

(a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.

(b) CONTRACTOR may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

(c) CONTRACTOR may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission

is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4 Records and Reports: The CONTRACTOR shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

(1) the procedures adopted to comply with these special provisions;

(2) the number of subordinated contracts on CFX projects awarded to M/WBEs;

(3) the dollar value of the contracts awarded to M/WBEs;

(4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;

(5) a description of the general categories of contracts awarded to M/WBEs;

(6) the specific efforts employed to identify and award contracts to M/WBEs;

(7) maintenance of records of payments and monthly reports to the CFX;

(8) Subcontract Agreement between CONTRACTOR and M/WBE subcontractors; and

(9) any other records required by the CFX's Project Manager or Executive Director.

The records maintained by the CONTRACTOR in accordance with this article shall be provided to the CFX for review within 48 hours of the CFX's request. The CONTRACTOR shall submit a

properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of Five Million Dollars ($5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for tort liability for bodily injury and property damages assumed by CONTRACTOR under this Contract.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of Five Million Dollars ($5,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance and Payment Bond equal to the amount of the Contract;**

6.6 **Employees Fidelity Bond covering each employee for a minimum of $100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract. Commercial Crime insurance with limits no less than $5,000,000 is acceptable in lieu of an Employees Fidelity Bond.**

Such insurance policies shall be without co-insurance, and shall (a) include the CFX, and such other applicable parties the CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by the CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

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

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

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

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free Workplace Policy; and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Principal-In-Charge; Project Manager; Deputy Project Manager, System Design; Deputy Project Manager, System Installation; Manager, Quality Assurance/Quality Control; Manager, Application Development; Database Administrator; Toll Installation and Maintenance Liaison Leader(s); Manager, Training (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Statement of Work, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the CFX. When the CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and the CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the CFX.

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

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

11. INFORMATION RELEASES

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

CONTRACTOR shall protect and shall make no release of any information, data, customer information, system metrics, to anyone outside of the Contract, unless otherwise explicitly authorized by CFX. The CONTRACTOR shall secure all network interfaces and take prudent measures to protect CFX data and information within the CONTRACTOR'S organization from both internal and external potential threats of data theft and misuse.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in

preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property").

CFX's ownership rights apply to all data gathered, processed, stored or otherwise used by the System. CFX shall have unrestricted, free access to all such System data at all times. CFX's rights to all data shall be at no additional cost. The CONTRACTOR shall in a timely manner support all data requests made by CFX.

CFX's ownership of the CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the CFX's registered trademark name for the CFX's electronic toll collection system, and comprises a portion of the CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of the CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. CUSTOM SOFTWARE OWNERSHIP AND LICENSING

All custom software provided under this agreement, as the term "custom software" is defined in Volume VI, Appendix "A", including documentation, executable code and source code, will be owned by CFX or licensed to CFX as stated below.

13.1 Custom Software Ownership

The CONTRACTOR shall provide to CFX a license for all custom software and any related software including any product upgrades for the life of the system. The CONTRACTOR or its subcontractor(s) shall grant CFX a non-exclusive, no cost, royalty free, perpetual license for unlimited CFX use of the custom software and documentation including executable code and source code. Such license shall extend to any CFX owned or operated facility. All such software will remain the property of the CONTRACTOR or its subcontractor(s) and all title and rights will remain with the CONTRACTOR or its subcontractor(s) subject to CFX's license. Said license of the CONTRACTOR or its subcontractor(s) shall grant CFX or any third party under contract with CFX the right to modify or change any software (source and executable code) in performance of maintenance and enhancement functions. Any modification of the source code by CFX, its agents, or third party contractors shall nullify and invalidate CONTRACTOR's software warranty for that particular piece of software.

If CFX decides to release licensed custom software during the term of this Contract to any firm specializing in software integration for toll collection systems, it shall provide the CONTRACTOR with sufficient notification to allow the CONTRACTOR to facilitate the execution of a non-disclosure agreement between the owner and the receiving party. CFX shall not release the software and/or source code until the non-disclosure agreement is fully executed. The owner of the software shall act within a reasonable time and fashion to execute the non-disclosure agreement with the receiving party, but in no event shall the owner execution exceed 30 calendar days from owner receipt of non-disclosure agreement signed by the recipient; otherwise the owner waives its right to such non-disclosure agreement. The CONTRACTOR shall include such provision in all CONTRACTOR software subcontracts where CFX will be licensed custom software. The CONTRACTOR and CFX will utilize mutually agreed upon non-disclosure forms. Such non-disclosure agreement shall not be required beyond the term of this Contract.

14. PERMITS, LICENSES, ETC.

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

15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

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

16. NONDISCRIMINATION

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

17. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon, among other considerations, characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the CFX, which may be withheld in the CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract. Notwithstanding the foregoing:

18.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

18.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to the CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the CFX. Upon such event, the CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. The CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the CFX with equal or greater protections than herein.

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

19. DAMAGES

CFX and the CONTRACTOR recognize that time is an essential element of the Contract, and that such conditions including without limitation: delay in completing the work on time; failure of the System to perform with the required functionality or at required service levels; and/or failure to provide the required level of service for Contract activities such as System Maintenance; will result in damages due to public inconvenience, obstruction to traffic, interference with business, loss of revenues, and increasing of inspection and administrative costs to CFX.

19.1 Liquidated Damages

It is therefore agreed that in view of the difficulty of making a precise determination of actual damages, a sum of money in the amount stipulated in Appendix E of Volume VI, will be charged against the CONTRACTOR for failure to perform within the time required, not as penalty, but as liquidated damages.

19.2 Assessment and Collection of Damages

(i) The Contractor's delay in completing the work in accordance with the baseline schedule and subsequent revisions shall result in a damage to CFX. These damages

will be assessed as Liquidated Damages as indicated herein. The assessment for each applicable milestone, phase or plaza group implementation shall be one thousand dollars ($1,000.00) per calendar day for each day of delay beyond the scheduled date of completion. Assessment of and collection of payment for such Liquidated Damages will occur upon completion of work the milestone, phase, or plaza group for which the Liquidated Damages occur. Liquidated Damages shall apply to the following completion dates for milestones, phases and plaza groups as provided in the baseline schedule:

a. Failure to meet the schedule date for Milestone 7 – Completion of the System Initial End-to-End Test (SIETET).

b. Failure to meet the scheduled dates for completion of the Plaza Acceptance Test by individual Plaza group (subset of Milestone 8)

(ii) Assessment and collection of liquidated damages for failure to meet service level requirements shall occur at the completion of each invoice period (generally monthly).

(iii) Assessment and collection of actual damages such as for loss of revenues, etc. shall occur at the completion of each invoice period (generally monthly).

(iv) CFX shall have the right to apply as payment on such liquidated or actual damages any money that is due to the CONTRACTOR by CFX.

(v) CFX does not waive its right to liquidated or actual damages due under the Contract by allowing the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time for a phase including granted time extensions. CFX considers a phase complete when the CONTRACTOR has completed all work and CFX has accepted the work.

(vi) CFX reserves the right to delay assessment of liquidated and/or actual damages or waive damages in whole or in part at any time if CFX determines such waiver is in its best interest. Any such waiver is at CFX's sole discretion.

(vii) CFX reserves the right to assess and collect actual damages as a result of poor workmanship or failure of the CONTRACTOR to follow manufacturer's instructions relating to any supplied installed product. This provision includes but is not limited to the Point of Sale (POS) equipment in the event of a compromise that results in damages and fines to CFX which is attributable to the device not being installed, operated or maintained in accordance with the manufacturer's instructions.

19.3 Schedule of Liquidated Damages – The amounts and descriptions of various warrants for Liquidated Damages are provided throughout the Contract documents, particularly in Volume III, Statement of Work; Volume IV, System Requirements; and in Volume VI, Appendix E, Performance Measures and Service Levels.

19.4 Not used

19.5 Permitting CONTRACTOR to Finish Work – Permitting the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time allowed for a phase, including extensions of time granted to the CONTRACTOR, shall in no way act as a waiver on the part of CFX of the damages due under the Contract.

19.6 Completion of Work by CFX – In case of default of the Contract and the completion of the work by CFX, the CONTRACTOR and the CONTRACTOR's Surety shall be liable for the damages under the contract, but no shall be chargeable for any delay in the final completion of the work by CFX due to any unreasonable action or delay on the part of CFX.

19.7 Reduction in Payment for Liquidated or Actual Damages – Liquidated or actual damages for days of delay will be charged against the payment(s) due the CONTRACTOR for a Phase before the balance thereof is released and paid to the CONTRACTOR. In the event the balance due the CONTRACTOR for a Phase is insufficient to offset the liquidated damages due CFX, CFX shall have the right of offset against other payments due the CONTRACTOR under other phases of work. When neither offset provision remedies the damages amount due CFX, damages are due CFX upon demand.

19.8 Contract Cap on Liquidated Damages related to Appendix E of Volume VI, – An overall Contract cap to Liquidated Damages will apply for the duration of this Contract related to the requirements stipulated in Appendix E of Volume VI. After the first month of operations, Liquidated Damages, if any, are capped at a maximum of fifteen percent (15%) of the monthly Contract's invoice. After the second month of operations, Liquidated Damages, if any, are capped at a maximum of thirty percent (30%) of the monthly Contract's invoice. After the third month of operations, Liquidated Damages, if any, are capped at a maximum of forty-five percent (45%) of the monthly Contract's invoice. After the fourth month of operations, Liquidated Damages, if any, are capped at a maximum of sixty percent (60%) of the monthly Contract's invoice. After the fifth month of operations, Liquidated Damages, if any, are capped at a maximum of seventy-five percent (75%) of the monthly Contractor's invoice. After the sixth month of operations and thereafter, Liquidated Damages, if any, are capped at a maximum of ninety percent (90%) of the monthly Contractor's invoice.

19.9 Contract Cap on Actual Damages – The Contract cap to Actual Damages is divided into two phases as follows:

(i) Prior to Final System Acceptance

1) Cap for toll revenue losses is capped at the amount of the lost toll revenue due to any issue that results in a loss of revenues. (Note: for current toll revenue and traffic information, refer to CFX's monthly statistical report which can be found on CFX's website:

https://www.cfxway.com/CorporateInformation/FinancialReportsampStatistics/StatisticalReports.aspx)

2) Cap for non-toll revenue losses is capped at five million dollars ($5,000,000.00).

(ii) After Final System Acceptance

The cap is ten million dollars ($10,000,000.00).

19.10 At its sole discretion, CFX may waive Liquidated Damages and assess the Contractor Actual Damages to recover revenue loss due to system malfunctioning and the costs associated with researching such system malfunctioning, which may include but not limited to labor costs, consultant costs, and any other miscellaneous costs.

20. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the CFX's Executive Director (or his/her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

21. REMEDIES

In addition to any remedies otherwise available to the CFX under law, upon an uncured default the CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the CFX are required for Contract completion. All costs and charges incurred by the CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the CFX for the difference. On a Contract terminated for default, in no event shall the CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

22. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

23. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

24. GOVERNING LAW

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

25. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the CFX.

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

26. INTERPRETATION

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

27. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

28. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

28.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

28.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

28.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

28.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

28.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

29.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

29.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the CFX's Board of Directors at its meeting on May 14, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

TRANSCORE LP.

By: _____

Print Name: Tracy Marks

Title: President

ATTEST: _____ (Seal)

TransCore, LP
MARCH 3, 1994
DELAWARE

Approved as to form and execution, only.

_____
General Counsel for the CFX

CONSENT AGENDA ITEM #24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 24, 2019

SUBJECT: Approval of Purchase Order to AT&T Inc. for Netbond Network Services

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Board approval is requested to issue a purchase order to AT&T Inc. in a not to exceed amount of $180,000.00 for Netbond networking services. These services will support the Toll Operations software project. This price is in accordance with GSA Schedule IT70 Contract No. 47QTA18D00JG.

This purchase is budgeted in the OM&A Budget.

Reviewed by: _____
Rafael Millan
Director of Information Technology

CONSENT AGENDA ITEM #25

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 23, 2019

SUBJECT: Approval of Purchase Order to SHI International Corp. for Striim Software and Support Services

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Board authorization is requested to issue a purchase order to SHI International Corp. in a not-to-exceed amount of $55,127.64 for Striim software and support services. This will be a cooperative (piggyback) procurement based on the current Omnia Partners (which is a cooperative purchasing organization for the public sector) – IT Solutions Contract #2018011-02, which will allow us to take advantage of the competitive rate already negotiated with Omnia Partners .

The software will be used as part of the Toll Operations software project to support E-PASS.

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

Reviewed by: _____
Rafael Millan
Director of IT

CONSENT AGENDA ITEM
#26

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: October 2, 2019

SUBJECT: Authorization to Execute a Single Source Contract with Kyra Solutions, Inc. for Image Processing Solution
Contract No. 001609

Board authorization is requested to execute an agreement with Kyra Solutions, Inc. in the amount of $650,000.00 for image review services. This will be a single source procurement.

Due to the increase in the number of Pay by Plate images needing to be reviewed, Kyra Solutions, Inc. will provide additional services necessary for image processing.

This amount is budgeted in the OM&A Budget.

Reviewed by: _____
Jim Greer
Chief of Technology & Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Aneth Williams
Director of Procurement

FROM: Jim Greer
Chief of Technology & Operations

DATE: October 2, 2019

SUBJECT: Single Source Justification for Kyra Solutions for Image Processing Solution

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Approval is requested to designate Kyra Solutions a single source vendor to provide image review services.

CFX requires immediate assistance clearing the number of outstanding Pay by Plate images pending in our Violation Enforcement System. Delay in clearing these images can cause the transactions to be rejected by interoperable partners resulting in reduced revenue to CFX.

For this reason and based on Kyra's experience we believe that Kyra is uniquely and particularly qualified to provide this service in the most expeditious timeframe.

Approved: _____

Date: 10/2/19

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KYRA SOLUTIONS, INC.

IMAGE PROCESSING SOLUTION

CONTRACT NO. 001690

CONTRACT DATE: OCTOBER 10, 2019
CONTRACT AMOUNT: $650,000.00

CONTRACT
CONTRACT NO. 001609

This Contract No. 001609 (the "Contract" as defined herein below), is made this 10th day of October 2019, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and KYRA SOLUTIONS, INC., hereinafter the "CONTRACTOR":

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide Image Processing Solution and other services as may be assigned to the CONTRACTOR by CFX; and,

WHEREAS, having verified the CONTRACTOR's unique qualifications, CFX has determined that it is in its best interest to "single source" the services to CONTRACTOR;

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 CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include image review services and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other CONTRACTORs or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract,
1.2 The Scope of Services,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one year with renewal options. 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 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 Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $650,000.00.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance 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.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONTRACTOR RESPONSIBILITY

6.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to areas upon which services are performed;

6.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Standard Operating Procedures, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

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

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

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

6.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any theft or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

6.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

6.6 CONTRACTOR shall not make any requirement of any employee or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

7. INDEMNITY

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional 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:

7.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

7.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

7.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

7.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

7.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

7.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

7.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. 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.

8. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

8.1 Keep and maintain public records required by the public agency to perform the service.

8.2 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.

8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

8.4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

9. PRESS RELEASES

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors'

access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

10.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

10.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

10.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

10.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

10.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

10.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

10.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

11. 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.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

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

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

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

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to CFX 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 CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his 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.

15. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX 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. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. 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 CONTRACTOR, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

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.

17. 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.

18. 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.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

19. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

20. INTERPRETATION

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

22. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

23. 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:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

23.4 Obligations upon expiration or termination of the Contract; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

24.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

25. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subcontractors and

subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

26. ASSIGNMENT

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

27. VERIFY

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

28. PPROPRIATION OF FUNDS

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

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

29.1. submitted a false certification as provided under Florida Statute 287.135(5); or

29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

29.4. been engaged in business operations in Cuba or Syria; or

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

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief of Technology & Operations

CONTRACTOR:

31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

CONTRACTOR

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

EXHIBIT "A"

Dear Jim,

Thank you for giving Kyra Solutions, Inc. the opportunity to submit to you our task order for the Image Processing Solution backlog at the Central Florida Expressway Authority (CFX). The proposal that follows will discuss and describe our approach and commitment to helping CFX improve its timely processing for image-based transactions from legacy toll plazas.

We understand that CFX is looking for additional help for image review processing to reduce backlog from legacy plazas. Current backlog is about 13M transactions.

This approach will help CFX reduce its backlog and minimize potentially lost revenue.

Thank you,

Devang Patel

Devang Patel, PMP

Highlights of the implementation:

Due to urgency of the request, Kyra has formed the partnership with Manual Image Review Operator to ramp up the production. The partner firm has been in the image review business for several years and manages multiple agencies' manual image review tasks. Manual image review will be performed offshore. All manual image reviews will be performed through Kyra's Manual Image Review Application (MIRA), that has been in production at THEA for 2+ years and providing very high accuracy results.

Kyra will help setup interface with CFX, for receiving and sending images, transactions and results.

Kyra will process images through OCR and / or Manual Image review (double-blind review) and provide results to CFX in a predetermined format.

By adding Kyra's OCR (KARS), CFX can increase the automation rate for legacy plaza transactions and reduce workload on manual image review operations. Kyra has successfully increased 20%+ automation rate at THEA while maintaining a high accuracy rate.

CFX's responsibilities:

CFX will consume the results provided by Kyra in its database.

CFX will flag the transactions that are being sent to Kyra for processing to avoid duplication of work.

CONSENT AGENDA ITEM #27

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 23, 2019

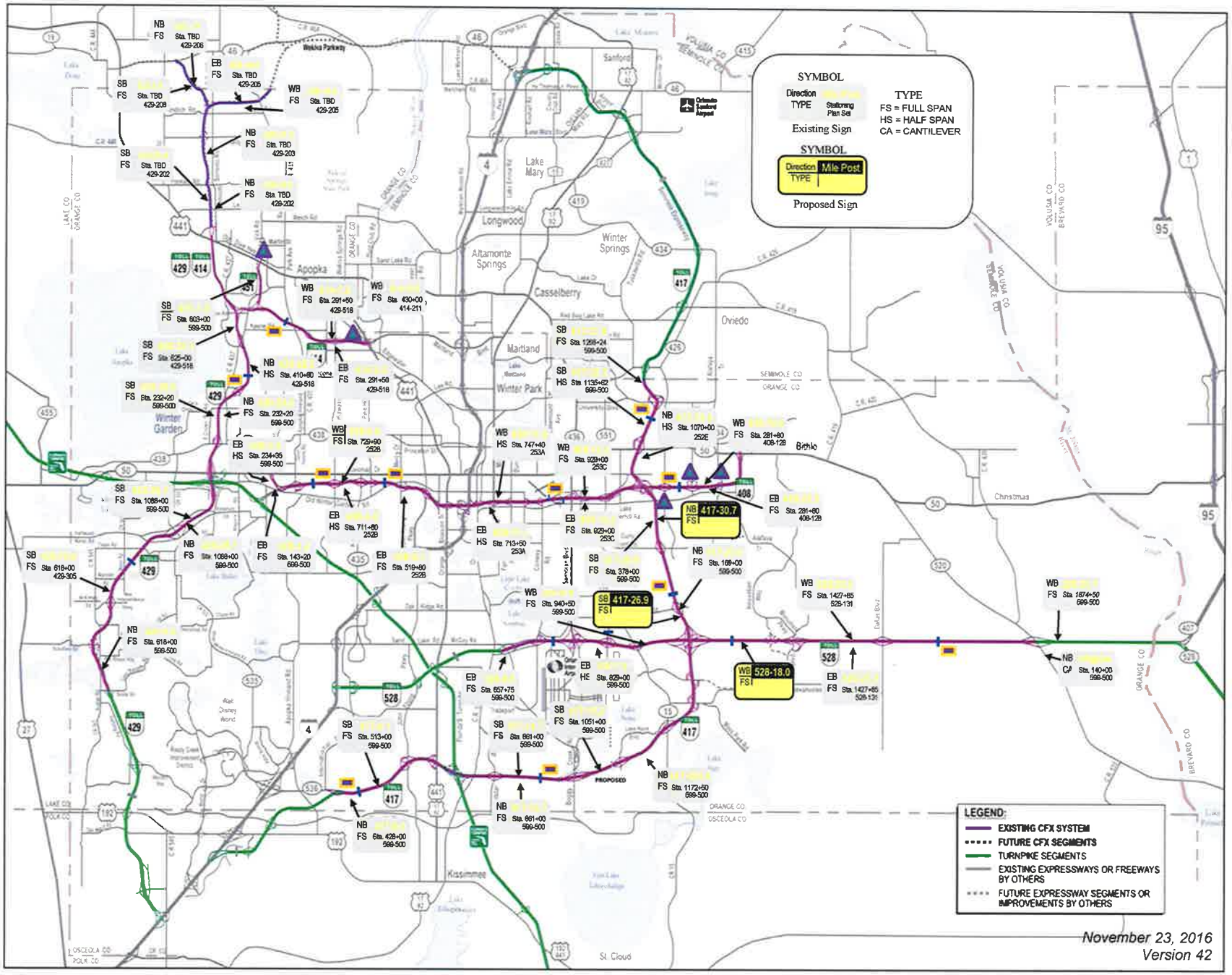
SUBJECT: Approval of Supplement Agreement No. 2 with Vanasse Hangen Brustlin, Inc. for Design Consultant Services for Three-Line Dynamic Message Signs (DMS) Replacement Project
Project 599-545, Contract No. 001419

Board approval is requested for Supplemental Agreement No. 2 with Vanasse Hangen Brustlin, Inc., in the amount of $153,505.33 for three (3) additional DMS locations being added to the project to provide additional information on the approach to interchange locations. The original contract is for five years with five (5) one-year renewals.

Original Contract	$650,000.00
Supplemental Agreement No. 1	$ 00.00
Supplemental Agreement No. 2	$153,505.33
Total	$803,505.33

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

Reviewed by:
Bryan Homayouni, P.E.
Manager of Traffic Operations


SYMBOL
Direction
TYPE
Stationing
Plan Set
Existing Sign
SYMBOL
Direction
Mile Post
TYPE
Proposed Sign
TYPE
FS = FULL SPAN
HS = HALF SPAN
CA = CANTILEVER
NB 417-30.7 FS1
SB 417-26.9 FS1
WB 528-18.0 FS1
PROPOSED
LEGEND:
EXISTING CFX SYSTEM
FUTURE CFX SEGMENTS
TURNPIKE SEGMENTS
EXISTING EXPRESSWAYS OR FREEWAYS BY OTHERS
FUTURE EXPRESSWAY SEGMENTS OR IMPROVEMENTS BY OTHERS
November 23, 2016
Version 42

Project 599-545
Contract 001419

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR

Three-Line Dynamic Message Signs (DMS) Replacement Project

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

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with an adjustment to Exhibit "B" and Exhibit "C" as outlined in the Consultant's September 3, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    a. The Salary Related Costs are adjusted upward by $106,003.68 to $658,654.77.
    b. The Direct Expenses - Lump Sum (Prime) are adjusted upward by $427.67 to $2,239.04.
    c. The Subcontract Items are adjusted upward by $47,073.98 to $91,532.88.
        - Nadic $15,089.36
        - ECHO $31,984.62
    d. The Allowance remains unchanged at $51,078.64.

    The Total Maximum Limiting Amount is adjusted upward by $153,505.33 to $803,505.33.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

VANASSE HANGEN BRUSTLIN, INC.

Witness: _____
Print Name:

By: _____
Title:

Approved as to form and execution, only.

_____
General Counsel for CFX

www.vhb.com

September 3, 2019

Ref: 63446.00

Mr. Bryan Homayouni, PE
Manager of Expressway Operations
Central Florida Expressway Authority
4974 Orl Tower Rd, Orlando, FL 32807

Re: RE: CFX Project 599-545 Contract 001419
Supplemental Agreement #2 Scope of Services and Fee Sheets

Mr. Homayouni,

As per the findings of a Systemwide DMS location analysis and report prepared under the above referenced project, CFX has requested VHB to prepare a Supplemental Agreement to install three of the identified DMS locations within this report as part of this project.

Additionally, the overall project is being split into two separate construction projects which will be funded within two separate fiscal years. CFX has also requested the design of additional backup generator locations at four DMS sites within existing construction projects which will be completed by the time these projects go to construction.

The attached scope and fee sheets have been prepared to complete these additional requests.

If you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

Vanasse Hangen Brustlin, Inc.

Joseph Perri

Project Manager
jperri@vhb.com

225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, Florida 32801
P 407.839.4006
F 407.839.4008

Engineers | Scientists | Planners | Designers

CFX Project Number 599-545

Contract 001419

3 Line DMS Replacement Project

Supplemental Agreement #2 Scope of Work

Scope

As identified in the DMS location report as part of the original project, a total of three (3) additional DMS locations are being added to the project to provide the user of the system additional information on the approach to interchange locations.

Additionally, the project is being split into two separate construction plan sets which will entail modifications of the plans related to the split of the project. Four additional DMS locations being installed under the 408-128 and 417-134 projects are being proposed for Generator Backup location installations. Permitting to cross the OUC Railroad R/W as part of the SR 528 Electrical Microgrid is required.

As part of this work, the following defines the additional work efforts needed to design these additional DMS locations.

1. Detailed MOT plans will be developed to install these additional locations including coordination with the local agencies.
2. Utility coordination will be performed to identify and coordinate the power service locations with the utility agencies. Field meetings will be held with the electrical utility agency owner to locate and identify the service location. RGB's will be obtained to clear foundation locations.
3. Develop Utility Location Sheet for new foundation locations based on SUE information
4. Environmental field reviews will be performed to review and delineate the wetland locations.
5. Structural analysis will be performed for all three (3) locations. Structural drawings detailing the catwalks will be developed.
6. Overhead sign structure data tables will be developed for the new structures
7. Topographic surveys will be performed at two (2) locations setting a baseline and obtaining information to crate TIN files to develop cross section information. Subsurface Utility Engineering (SUE) will be conducted to locate any utilities vertically and horizontally at the proposed foundation locations. At the existing 417-26.9 MM location, survey information will be obtained to develop cross section information to install the proposed sign on the existing structure.
8. Geotechnical borings will be obtained at the proposed foundation locations for the two (2) new structure locations. A Geotechnical Boring Report will be provided along with boring sheets.
9. ITS analysis will include field reviews to identify the optimum locations of the proposed sign structure locations, electrical power subsystem analysis, voltage drop calculations, ITS plans will include the development of the power subsystem, voltage drop calculations, plan sheets, development of design reference files, development of quantities for the new DMS locations,

field review of the new DMS locations, plan sheet development, development of ITS details, splicing details, cross section development and development of service point details.

The work related to splitting of the plans, designing the Generator Backup systems at four additional locations and Railroad permitting includes the following:

10. Modification of Key Sheets, Tabulation of Quantity sheets, Project Layout Sheets, ten (10) Plan Sheets, five (5) Service Point Details and five (5) MOT location Plans.
11. Additional design of generator installations for four locations total within the 408-128 and 417-134 projects.
12. Field work related to the generator installations will be conducted.
13. Permitting packages for the crossing of the OUC railroad R/W will be developed for submittal to the agency and coordination with the agency will be conducted to obtain these permits.
14. QA/QC will be performed for all of the aforementioned.

Project 599-545
Contract 001419

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 20th day of August, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon. A miscalculation has been identified in the fee sheets included in Exhibit "C" of the said Agreement for Professional services and an adjustment has been mutually agreed upon to meet the requirements outlined in section 2.12 of Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with an adjustment to Exhibit "B" and Exhibit "C" as outlined in the Consultant's July 19, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    a. The Salary Related Costs are adjusted upward by $37,886.01 to $552,651.09.
    b. The Direct Expenses - Lump Sum (Prime) are adjusted upward by $10.93 to $1,811.37
    c. The Subcontract Items are adjusted upward by $2,802.16 to $44,458.90.
        - Protean $44,458.90
    d. The Allowance is adjusted downward by $40,699.10 to $51,078.64.

The Total Maximum Limiting Amount remains unchanged at $650,000.00.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

VANASSE HANGEN BRUSTLIN, INC.

Witness: _____
Print Name: Andrea Wood

By: _____
Title: Paul W. Yeargain, P.E.
Managing Director

Approved as to form and execution, only.

_____
General Counsel for CFX

\\dfsprd1.oocea.internal\Store\Departments\Engineering\General\Bryan H ITS\599-545 VHB - Three-Line (DMS) Replacement\VHB-599-545 -SA1.docx

July 19, 2019
Ref: 63446.00

Mr, Bryan Homayouni, PE
Manager of Traffic Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: CFX 3 Line DMS Sign Replacement
Contract No. 001419, Project No. 599-545
Request to use contract allocation funds

Mr. Homayouni,
VHB is requesting to utilize the contract allocation funding to cover the services associated with the design of the contract. This allocation is needed due to a miscalculation of the operating margin in the fee sheet during the negotiations process. The original operating margin percentage was applied to only the salary costs. Based on Exhibit B of the contract documents, section 2.12 details how the 12% operating margin is calculated. The calculations for the operating margin fee's should have been applied to the salary costs and the overhead additives combined.

Additionally, a subsequent review of the fee proposal identified a correction to the ITS analysis and plans task hours which included a reduction of 6 hours for task 33.17 to match the breakout description of the calculation of the hours and an addition of 15 hours for task 34.3 to develop the required number of quantity sheets for the project. These additional hours increased the Quality Assurance/Quality Control hours and Supervision hours by 1 hour each under tasks 34.20 and 34.21 since these are calculated as a direct percentage of the plan development tasks. These revisions equate to an additional 11 hours total being added to the fee proposal.

If you have any questions or concerns with this information, please do not hesitate to contact this office.

Sincerely,

Vanasse Hangen Brustlin, Inc.

Joseph Perri
Project Manager
jperri@vhb.com

CC: Jeannie Perez – CFX
Kevin Redfield - VHB

225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, Florida 32801
P 407.839.4006
F 407.839.4008

Engineers | Scientists | Planners | Designers

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
VANASSE HANGEN BRUSTLIN, INC.

DESIGN CONSULTANT SERVICES FOR
THREE-LINE DYNAMIC MESSAGE SIGNS (DMS)
REPLACEMENT PROJECT

CONTRACT NO. 001419, PROJECT NO. 599-545

CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: $650,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

DESIGN CONSULTANT SERVICES FOR THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT

DESIGN SERVICES

CONTRACT NO. 001419
PROJECT NO. 599-545

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

DESIGN CONSULTANT SERVICES FOR
THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT

DESIGN SERVICES

CONTRACT NO. 001419
PROJECT NO. 599-545

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 599-545
Contract No. 001419

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of December 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Vanasse Hangen Brustlin, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of Three-Line Dynamic Message (DMS) Replacement Project identified as Project No. 599-545 and Contract No. 001419.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

ECHO UES, Inc Nadic Engineering Services, Inc. Protean Design Group

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $650,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with

supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

> Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and

secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

14.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

14.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for

bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in

writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D."**

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

17.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."
Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
21.4. been engaged in business operations in Cuba or Syria; or
21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

23.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT:
Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, FL. 32801
Attn: Joe Perri

Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Orlando, FL. 32801
Attn: David Mulholland

26.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

27.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

28.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the

parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Potential Conflict Disclosure Form
Exhibit "E", Project Organization Chart
Exhibit "F", Project Location Map

[SIGNATURES TO FOLLOW]

Project No. 599-545
Contract No. 001419

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

VANASSE HANGEN BRUSTLIN, INC.

BY: _____
Authorized Signature

Print Name: Paul W Yeargain, P.E.

Title: Managing Director

ATTEST: _____ (Seal)
Secretary or Notary

A. C. WOOD
Commission # FF 901033
Expires July 16, 2019

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Print Name: Robert Johnson

Effective Date: 3-21-2019

State of Florida
County of Orange
The foregoing instrument was acknowledged before me this 21st day of February, 2019 by Paul W. Yeargain, who is personally known to me.

'19 MAR 6 PM 3:22

Exhibit "A"
Negotiated
Scope of Services

Professional Engineering Design Services

Project 599-545: Three-line Dynamic Message Sign Replacement Project

Scope of Services

Prepared by

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

Central Florida Expressway Authority

April 27, 2018

1.0 GENERAL

1.1 PROJECT BACKGROUND

The Authority's Three-line Dynamic Message Signs (DMS) are a critical component of CFX mainline operations. Each 3-Line DMS displays important information related to traffic operations for each traveler. The DMS is located on existing structures throughout CFX's system. The messages displayed vary from travel time updates, to roadway alerts, to emergency information. In order to improve functionality, system reliability, and increase ease of maintenance, the Authority has elected to replace the twenty-six (26) twenty (20) existing three-line DMS.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Replacement of approximately twenty-six (26) twenty (20) three-line DMS. Addition of two (2) new three line DMS installations upon CFX direction (included in Contract Allowances).
- Evaluate and recommend a manufacture for the replacement DMS signs. The three manufacturers that are to be evaluated are Daktronics, SES America, and Telegra. The designer is to provide a report that justifies their recommendation to CFX.
- Structurally evaluate each existing three-line DMS structure to determine if each existing structure can be utilized for the proposed DMS. Design new structures on a case-by-case basis if existing structure cannot be re-used.
- Evaluate all existing DMS locations to determine if the catwalk is meeting current FDOT design standards. New or extensions of the existing catwalk may be required based upon this evaluation.
- Conduct an analysis of existing DMS coverage to determine if any additional DMS are required throughout the system. Major interchanges and highly congested sections of the mainline are areas of concern. The analysis will focus on the five (5) locations previously identified as part of the proposal effort based on daily traffic counts provided by CFX.
- Propose new 334 ITS cabinets for the new DMS.
- Evaluate and recommend a method and manufacturer for a proposed UPS system which backs up the proposed and existing three-line DMS. The three options that are to be evaluated are Zinc-5, Liquid propane generator, and gas generator. The designer is to provide a report that justifies their recommendation to CFX.
- Replacement of existing analog CCTV cameras and lowering arms that are viewing the proposed DMS.
- Design a micro-grid electrical system along SR 528 using backup generators at 3 utility power service locations at ICP, Dallas Blvd and SR 520.
- MOT plans development using schematics and coordination with other local and FDOT agencies

The Authority shall herein be defined as the Central Florida Expressway Authority (CFX) and/or their representative/designate.

1.2 PROJECT DESCRIPTION

The Authority requires professional design services to support the systemwide replacement of the Authority's existing three-line DMS system. These requirements are described in detail below.

The scope of this project includes all site design necessary to replace the twenty-six (26) three-line DMS that are shown within Appendix A.

The upgraded signs shall be installed on the existing sign structures utilized by the existing three-line DMS whenever possible. As part of this project, the Designer shall perform a structural evaluation on each existing three-line DMS structure and determine whether it is structurally appropriate to accommodate the proposed DMS. The Designer shall also consider the static sign panels on the existing sign structure when performing their evaluation.

One of the primary goals of this project is to deploy a three-line DMS system that minimizes the cost of system maintenance and provides greater accessibility to the DMS components. As such, it is critical that the design evaluates the existing DMS sign structure to verify if the existing catwalk meets current FDOT standards. The Designer shall design all power services, sign controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sign face shall be accomplished using a fiber optic interconnect. Design of appropriate surge protection device placement shall be included.

The Designer shall review and recommend to CFX a three-line DMS from the following manufacturers: Daktronics, SES America, and Telegra. The recommended model will be reviewed by CFX and approved based upon the information provided by the designer. This evaluation shall occur on the onset of the project to allow for the designer to maintain the current schedule requirements. This evaluation will compare the three manufacturers based upon reliability from other projects, cost value of their system, and maintenance requirements. The DMS design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, new structural grounding array, civil support infrastructure, inside plant design, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure. The Designer's fee estimate shall include provisions to design up to 2226 three-line DMS sites.

The Designer shall also include the evaluation and recommendation of a UPS/Generator system to back up the proposed and existing DMSs throughout the system. The evaluation shall be between the following methods: Zinc-5, Liquid propane generator, and a gas generator. It is the responsibility of the designer to provide a written recommendation that compares the reliability, cost estimate and maintenance requirements of each of the UPS systems. CFX will review the recommendation and provide direction of which system to implement within the plan set. The designer is to provide these upgrades to all proposed and existing DMS locations. The Designer's fee estimate shall include provisions to design up to 47 36 UPS/Generator systems.

To provide a higher level of service for traffic related incidents and for real time verification of DMS messages, CFX is requesting the replacement of any analog cameras that are used to view the current DMS signs with High Definition CCTV cameras as specified within CFX specifications. These updates will also require the replacement of the existing lowering device that is affixed to the analog camera. The Designer's fee estimate shall include provision to design up to

The Designer shall research and develop plans, where necessary, of possible additional DMS locations that are agreed upon by CFX based upon the designer's input. The DMS design shall include, but not be limited to, device layout, foundation designs based on existing CFX standards, network architecture, utility coordination, power interconnect, "last-mile" connectivity with the fiber optic network backbone, feeder fiber and conduit utilization, civil support infrastructure, and value engineering. The Designer's fee estimate shall include provision to design up to 2 DMS signs and structures.

2.0 SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans
- Technical Specifications
- Construction Cost Estimate

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Provide a written recommendation for the DMS manufacturer
- Provide a written recommendation for the UPS system method and possible manufacturers
- Document the power requirements of a typical ITS Device site for each of the evaluated DMS UPS system. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Designer is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows the ten (10) amp load being carried to the furthest device to appropriately size the breakers, disconnects and transformers for the DMS replacements.
- Document which analog cameras and lowering devices that are to be replaced based upon the review of the existing sites.

Prior to the submission of the Design Methodology Report, the Designer shall identify all problem areas and special requirements that are determined to affect the development of the 75% plans. The Designer must also obtain approval of CCTV locations before providing CCTV bucket truck surveys. All problem areas and special requirements are to be documented in the Design Methodology Report. An approved Design Methodology Report shall be required prior to the submission of 100% plans.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-XXX545. The Designer shall prepare site construction plans utilizing aerial rasters and/or topographic electronic files provided by CFX as the basemap. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the basemap. The Designer shall update these plans with changes resulting from Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202 , 429-203. 429204, 429-205, and 429-206; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The designer is to use the projects listed above and other standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans shall be developed on aerial rasters at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 10 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner. The Designer shall display in the plans, all locations where fiber optic cable and/or tone wire is being installed in existing or proposed conduit. The Designer shall display in the plans all locations requiring new route marker installation along the corridors with tone wire replacement. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

The design must demonstrate that any proposed device structure does not conflict with known existing utilities. The design shall demonstrate that existing highway signage is not obstructed by new or relocated camera poles. Topographic survey, if approved by CFX, shall be performed where necessary to identify potential conflicts but should be minimized. The Designer must propose the means and method to accurately transfer the device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Manhole/Pull box locations and stub-out details
- Device layout
- Device installation details
- CCTV camera orientation
- Tone Wire installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Data collection sensor mounting details
- Three-line DMS structural mounting details
- Connection List sheets detailing all interconnections for each device
- Connectivity with the FON backbone conduits

- Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
- Fiber cable routing summaries, fiber cable allocation chart, splice details and splice tables as needed.
- Data collection sensor mounting details
- Traffic Monitoring sensor mounting details, if mounted on DMS structure
- Dynamic Message Sign details (as necessary for device co-locations)
- Power interconnect, service point details, and voltage drop calculations
- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic (minimize disruptions to customers)
- System Overview showing new and existing ITS device locations on a map
- System Overview showing the power services and locations on a map
- Table of quantities
- Special notes/Pay Item Notes
- System block diagrams
- Surge Protection Devices (SPD) installation details
- Data collection sensor mounting details, including details showing integration of DCS equipment into the DMS housing
- Camera pole, lowering system, foundation and mounting details
- Data collection sensor mounting details.
- Cabinet Details including new pole mount and base mount cabinets, existing pole mount and base mount cabinets, and NEMA enclosures
- Updates to CFX standard details to ensure conformance with project requirements
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational cameras to match existing CFX CCTV system
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DCS to match existing CFX DCS subsystem
- Power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DMS to match existing CFX DMS subsystem.

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Maximizing roadway visibility/field of view of any necessary CCTV cameras.
- Maximizing transponder read effectiveness of Data Collection sensors.
- Maximizing data collection effectiveness of traffic monitoring station sensors.
- Traffic impact.
- Accessibility and ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.

- Colocation of devices where advantageous. However, any construction dependencies between other CFX projects shall be kept to an absolute minimum.
- When creating the power design, the Designer shall be mindful of system redundancy. While device co-location is desirable, the Designer shall make sure such co-location does not occur to the determent of the overall ITS system. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstances shall a single power service support devices that are spliced to the fiber on separate sides of the road.

Designer shall submit 75%, 100%, and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), fiber optic interconnect (including conduit, pullboxes, fiber optic cable, splice details, splice tables, fiber allocation charts), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device locations and utility power service demarcations (e.g. load centers, poles, meters, etc.) to avoid unforeseen problem areas, as well as jointly reviewing the problem areas and special requirements solutions. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 75%, 100%, and bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.3 TECHNICAL SPECIFICATIONS

The Designer shall review CFX's existing ITS specifications at the 75%, 100%, and bid set submission phases. These specifications shall include the technical specifications specific to related equipment in

the field, mainline toll plazas, and central control locations (i.e., CFX Headquarters, FDOT RTMC), as well as reviewing CFX standard specifications required for construction. The Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to CFX for its approval. The Technical Specifications shall provide CFX the ability to procure equipment on a competitive basis. Unless substantial benefit for the CFX can be demonstrated by the Designer and approval is granted by the CFX, the Technical Specifications shall be based on national, industry-standard open architecture/protocol/design standards and shall not contain proprietary requirements. The Technical Specifications shall include but not be limited to the following requirements for all equipment:

- A descriptive listing of overall functions that will be required of the equipment.
- Equipment interface requirements with associated/attached devices (existing or proposed).
- Technical requirements stating the required specific technical performance standards based on national open standards.
- Installation requirements for each device.
- Maintenance requirements for proper system operation.
- Warranty requirements detailing the transfer of all equipment manufacturers' warranties to CFX.
- Testing requirements for demonstrating proper installation and system integration that shall be the basis for the development of a System Acceptance Test Plan.
- Equipment reliability requirements as necessary to maintain an overall system network reliability as established by CFX.
- Training requirements required by CFX for system operation.

The Designer shall sign and seal bid set Technical Specifications by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. If the Designer recommends revisions to part numbers listed in the standard specifications, The Designer shall submit product description sheets, specifications and operation/maintenance manuals from equipment Vendors for each specified device that specifically addresses equipment adherence to the Technical Specifications with the bid submittal. The Designer shall obtain a statement of conformance from each Vendor signed by a duly authorized officer of the company. The Technical Specifications shall be subject to the review and approval of CFX. Additional Technical Specifications may be developed by the Designer if required by project specific designs.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 75%, 100% and Bid Set Plan Submission Phases, subject to the review and approval of CFX. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate. A description of how the Unit Cost of each item was determined shall be provided with each cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by

recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The Designer shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets CFX needs and requirements. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 10 working days for CFX review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

When there is an actual or potential delay in the schedule or if the Designer proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative must be submitted to CFX for approval.

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 270 calendar days:

- Notice to Proceed (Assume a start date of June X, 2018)Jan X, 2019)
- Project Kickoff Meeting - Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule – Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan – within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase – 210 calendar days after receipt of Notice to Proceed.

2.6.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with CFX on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Designer will schedule a meeting with CFX to review the Preliminary Roll Plot Submittal. During this meeting the designer is to detail their initial design, including any alternatives to the scope. CFX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The designer shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.6.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The Designer shall identify key project staff to CFX. The Designer shall make no changes in key personnel without written notification and approval from CFX.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

SUBMITTAL/ITEM	NO. OF COPIES
Project Schedule	3
Quality Control Plan	3
Design Methodology Report	5

Site Construction Plans	5
Site Design Calculations	5
Technical Specifications	5
Construction Cost Estimate	5

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the designer shall provide electronic PDF copies on a CD-ROM of each interim submittal.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in Microstation™ format on a CD-ROM. The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left hand corner of the design plane. The Designer shall be responsible for any translation of a non-Microstation design file to Microstation™ format. Upon CFX approval, the Designer may use Microsoft Visio™ for plans provided all electronic files are provided to CFX. The Designer shall develop CADD standards for this project to be approved by CFX. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format on CD-ROM. Designer shall submit all project schedules in Microsoft Project™ format on CD-ROM or via email. The Designer shall to submit electronic files of all presentations in Microsoft PowerPoint™ format on CD-ROM. When requested by CFX, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- CFX Design Standards and Specifications

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected Designer in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Systemwide Aerial Rasters
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Construction Specifications CFX Design Standards
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format Construction Plans for CFX Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202 and 429-203.
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS OSP Insight documentation
- CFX ITS DMS Sign Cross Sections for Existing DMS Structures

The following resources are available to the Designer in hardcopy format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.
- CFX ITS Master Plan
- Sign Structure Inspection Reports
- CFX ITS Electrical System As-Builts for SR 528 Corridor

2.11 SURVEY

No survey is required for this project.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Equipment to be used and assumed required number of borings are itemized on the estimate expenses.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work.

CONSENT AGENDA ITEM #28

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 20, 2019

SUBJECT: Approval of Contract Award for Data Server Travel Time System Operations and Maintenance Support to Southwest Research Institute
Contract No. 001547

Request for Qualifications (RFQ) from qualified firms to provide Data Server Travel Time System Operations and Maintenance Support for CFX was advertised on June 30, 2019. Responses were received from two (2) firms by the deadline. Those firms were E-Transit, Inc. and Southwest Research Institute. A meeting was held with the Chief of Infrastructure and the Manager of Traffic Operations to discuss the receipt of the two proposals. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee unanimously agreed to shortlist the firms. The shortlisted firms were issued a Request for Proposal (RFP) to submit a technical proposal.

The Evaluation Committee met on September 19, 2019 to score the technical proposals. The combined scores for the technical proposals and fee proposals as submitted by each firm were calculated and the result is shown below:

Ranking	Firm	Total Points
1	Southwest Research Institute	88.50
2	E-Transit, Inc.	63.93

Board award of the contract to Southwest Research Institute in the amount of $2,362,972.80 for a five (5) year term with one five-year renewal is requested.

This contract is budgeted in the OM&A Budget.

Reviewed by:
Bryan Homayouni, PE
Manager of Traffic Operations

RFP-001547 Evaluation Committee Meeting September 19, 2019 Minutes

Evaluation Committee for **Data Server Travel Time System Operations and Maintenance Support; RFP-001547** held a duly noticed meeting on Thursday, September 19, 2019, commencing at 9:00 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:
Bryan Homayouni, Manager of Traffic Operations
Brent Poole, ITS Analyst
Iranetta Dennis, Director of Supplier Diversity
Rafael Millan, Director of IT

Other Attendees:
Aneth Williams, CFX Director of Procurement

Discussion and Motions:
Aneth commenced the meeting with introductions, collection of the committee members disclosure forms, and explained that today's meeting was to evaluate the proposers, open the price proposals, finalize the evaluation, and make a recommendation to be presented to the Board.

Evaluation Portion:
The committee members individually scored the technical proposals and submitted them for tallying. The score for the technical proposals is as shown:

Proposer	Total Raw Points	Average Points
E-Transit, Inc.	110	37.50
Southwest Research Institute	159	53.50

Pricing
Upon completion of the evaluation of the technical portion, Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

Proposer	Total Price	Points
E-Transit, Inc.	$3,129,120.00	26.43
Southwest Research Institute	$2,362,972.80	35

Total Points and Rankings

Proposer	Tech. Points	Pricing Points	Total Points	Ranking
E-Transit, Inc.	37.50	26.43	63.93	2
Southwest Research Institute	53.50	35.00	88.50	1

The Committee members agreed that the highest ranked firm would be recommended to the Board for award.

There being no further business to come before the Committee, the meeting was adjourned at 9:25:a.m. These minutes are considered to be the official minutes of scoring the technical proposals, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Thursday, September 19, 2019.

Submitted by: _____

Aneth Williams, CFX Director of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

_____

Bryan Homayouni, Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

DATA SERVER TRAVEL TIME SYSTEM OPERATIONS AND MAINTENANCE SUPPORT, CONTRACT No. 001547

	E-TRANSIT		SOUTHWEST RESEARCH	
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE
Bryan Homayouni	32		53	
Brent Poole	40		55	
Iranetta Dennis	29		52	
Rafael Millan	49		54	
TOTAL	110		159	
AVG. TECH. POINTS	37.50		53.50	

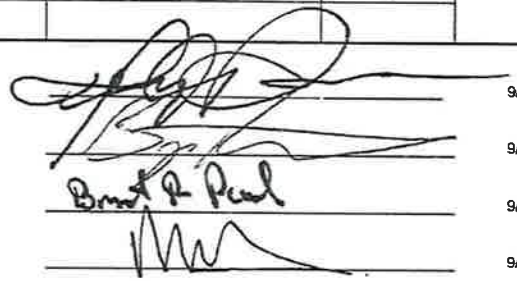
PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
E-TRANSIT	$ 3,129,120.00	26.43
SOUTHWEST RESEARCH	$ 2,362,972.80	35

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
E-TRANSIT	37.50	26.43	63.93	2
SOUTHWEST RESEARCH	53.50	35.00	88.50	1

Committee Members:



9/19/2019

9/19/2019

9/19/2019

9/19/2019

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
SOUTHWEST RESEARCH INSTITUTE, INC.

DATA SERVER TRAVEL TIME SYSTEM OPERATIONS AND MAINTENANCE SUPPORT

CONTRACT NO. 001547

CONTRACT DATE: OCTOBER 10, 2019
CONTRACT AMOUNT: $2,362,972.80

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, PRICE PROPOSAL, AND FORMS

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, PRICE PROPOSAL, AND FORMS

DATA SERVER TRAVEL TIME SYSTEM OPERATIONS AND MAINTENANCE SUPPORT

CONTRACT NO. 001547

OCTOBER 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT 001547

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Contract No. 001547

This Contract is made this 10th day of October 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Southwest Research Institute, Inc., a Foreign Not For Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 6220 Culebra Road, San Antonio, TX. 78238, hereinafter "the CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; **and**

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Data Server Travel Time System Operations and Maintenance Support under Contract No. 001547, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about August 01, 2019, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is 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 CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and

overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is $2,362,972.80

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from

subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records

stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and

all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Business Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 Information Security/Cyber Liability Insurance:

If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – $1,000,000

- Network Security / Privacy Liability –$1,000,000

- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

- Technology Products E&O – $1,000,000 (Only applicable for Vendors supplying technology related services and or products)

- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.6 Commercial Crime Insurance:

If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten

Million Dollars ($10,000,000.00) per occurrence and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate.

8.7 Fiduciary Liability Insurance:

If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars ($10,000,000.00) per claim and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

9.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the SOP, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

10.1 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.7 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion,

sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract

or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to CFXs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

19. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in

full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

23. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

24. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the

meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

27. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

27.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

27.4 Obligations upon expiration or termination of the Contract; and

27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

29. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

30. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

31. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

32. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Southwest Research Institute, Inc.
6220 Culebra Road
San Antonio, Texas 78238
ATTN: Paul Villela

Southwest Research Institute, Inc.
6220 Culebra Road
San Antonio, Texas 78238
ATTN: Clay Weston

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on October 10, 2019.

ACCEPTED AND AGREED TO BY:

SOUTHWEST RESEARCH INSTITUTE, INC.

By: _____

Title

ATTEST: _____ (Seal)

DATE: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:
Director of Procurement

Print Name: _____

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

_____
General Counsel for CFX

EXHIBIT "A"

CFX Data Server

Scope of Services

Maintenance and Monitoring

Prepared by

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority

June 2019

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1 Data Server Background and Description

The Central Florida Expressway Authority (CFX) Data Server is a key component of CFX's Intelligent Transportation Systems (ITS) Projects outlined in the Five-Year Work Plan. CFX operates an Electronic Toll & Traffic Management (ETTM) System at its mainline and ramp toll plazas featuring the E-PASS automatic vehicle identification (AVI) system. As part of the System-wide ITS Deployment, CFX has deployed non-revenue transponder reader sites, known as Data Collection Sensors (DCS), at strategic locations on the expressway system. The CFX Data Server communicates with these sites to calculate, archive, and disseminate travel time information for traffic management, planning, and traveler information purposes.

The CFX Data Server automatically posts travel time messages to CFX's entire system of 37 full matrix Dynamic Message Signs (DMS). Travel times on these signs are updated once per minute, providing the most up to date traffic conditions for CFX's traveling customers. The CFX Data Server also determines if the travel times posted on these signs are slower than normal for the current time of day and provides a flashing alert to customers if the normal travel times are exceeded beyond a certain threshold. The combination of the travel times and these alerts are designed to provide customers with information to make informed decisions when using the system.

The CFX Data Server also provides real-time travel time information to the Florida Department of Transportation (FDOT) on a 24/7/365 basis to support a statewide 511 telephone service, public website, and incident management at the FDOT Regional Traffic Management Center (RTMC). FDOT shares CFX data with neighboring agencies for a region-based management cooperative effort.

The operation of the CFX Data Server is fundamental to CFX's incident management and traveler information initiatives. This subsystem provides a real-time data source on network performance which is leveraged internally as well as disseminated to CFX's customers. Furthermore, data derived from this subsystem is stored in a historical database and provides a means to assess the effectiveness of ITS deployments via a performance monitoring and operations management program.

2 Maintenance and Monitoring Delegation

To support a high level of service and reliability required for 24/7/365 operations, it is necessary to closely monitor the CFX Data Server and its interfaces and provide on-going maintenance activities. Hence, CFX requires software support staff to provide operations and maintenance support described in this document. CFX Data Server operations and maintenance support staff shall be referred to as "O&M Support" herein this document.

O&M Support staff do not have to be physically located in central Florida. CFX will provide remote connectivity to O&M Support firm. As such, O&M Support staff shall maintain individual login accounts and follow CFX IT security requirements.

3 Recurring Tasks Description

There are several reoccurring tasks that O&M Support will be responsible for completing as part this scope of services. Each of these tasks shall be completed on dates/times approved by CFX or, in the case of support tickets, within the timeline specified in the following sections of this document.

3.1 CFX Data Server Uptime

O&M Support shall maintain a per month uptime of at least 95% and shall attempt to exceed 99%. O&M Support shall track and calculate uptime based on the number of time-slices successfully calculated, reported, and archived. Since the CFX Data Server updates travel time information every 60 seconds, 100% uptime for a month shall include 1,440 time-slices calculated, reported, and archived each day of the entire month.

There will be incentives and disincentives associated with CFX uptime. CFX will assess incentives and disincentives based on the calculated uptime.
Consistently underperforming may result in contract termination. Details of the incentive and disincentive dollar amounts are specified in the Method of Compensation.

3.2 Support Tickets

Support tickets shall be used to resolve software, communication, hardware, and other problem issues that occur. Support tickets shall be tracked as Software Problem Reports (SPR). O&M Support shall track the number of man-hours for each support issue. Prior to initiating effort in resolving an issue, O&M Support shall characterize a support ticket as being in one of the following three levels:

- **Low**: An issue shall be considered a low level of effort if the resolution is estimated to take less than 4 hours.
- **Medium**: An issue shall be considered a medium level of effort if the resolution is estimated to take up to 12 hours.
- **High**: An issue shall be considered a high level of effort if the resolution is estimated to take more than 12 hours.

In the event of a Critical Issue, one that impairs the production/distribution of data, O&M Support may proceed with steps necessary to resolve the condition even if a CFX representative cannot be reached. This effort may continue until the problem is resolved or communication is established with a CFX representative. In such a case, O&M Support shall provide CFX with a debriefing of the issue, the possible cause of the issue if known, and if possible a description of the issue resolution after or while the issue is being resolved.

Support Ticket funds shall also be used to perform additional configuration, database administration, and other support activities as needed if determined necessary by CFX. O&M Support shall invoice the actual labor utilized in resolving support issues regardless of the provided estimate or the amount allocated for this task.

3.3 *Activity and Issue Coordination*

O&M Support shall notify a regional email alert list of CFX Data Server activities and issues that affect external interfaces/agencies. Notification shall be sent prior to planned CFX Data Server activities. Notification shall also be sent after CFX Data Server activities or following the resolution of an issue that affected the external interfaces/agencies with a brief description of the issue, if known. O&M Support shall maintain a regional email alert contact list that contains contact information for agencies who participate, maintain, and/or monitor interfaces of the CFX Data Server. O&M Support staff shall receive and shall provide responses to requests from other agencies through Support Tickets. If coordinating with or responding to other agencies, O&M Support shall send a copy transmission to CFX of all correspondence.

3.4 *24/7 Support*

O&M Support shall provide support for the CFX Data Server 24 hours a day, 7 days week (24/7). O&M Support shall use an answering service, support staff, and development staff as part of the 24/7 support. Details of these items are described later in this document. Support issues shall be categorized as one of the following types depending upon the nature of the issue: Critical or Non-Critical.

For both critical and non-critical issues, O&M Support shall respond to the support requester and a CFX representative if they are not the support requester, acknowledging the support request and identifying whether the issue is critical or non-critical in nature. If the requester is not CFX and/or their representative/designate, O&M Support shall also inform CFX of the issue. CFX Data Server Support Tickets shall be used to investigate and resolve both critical and noncritical issues.

3.4.1 Critical Issues

Critical Issues are those that prevent the operation of core functionality of the CFX Data Server. This core functionality includes the production of travel time data, providing updates to travel time messages on CFX Dynamic Message Sign (DMS), and distribution of calculated data over the Center-to-Center (C2C) software infrastructure. O&M Support shall provide support for these issues 24 hours a day, seven (7) days a week and will maintain a dedicated support phone number for establishment of support cases. O&M Support staff shall respond to the support request initiator within a one-hour call back timeframe to confirm that O&M Support has received the request and has initiated an investigation into the issue. This support shall be facilitated by an answering service with the ability to notify designated O&M Support staff. Time necessary to respond to critical support requests shall be funded under CFX Data Server Support Tickets.

3.4.2 Non-Critical Issues

Non-Critical Issues are those that are not preventing the core operations of the Data Server. Non-critical issues may include activities that can be scheduled in advance, such as preventive maintenance tasks, as well as minor system errors that do not affect system stability. O&M Support will respond to the support request within eight (8) hours of its receipt or the next business day. O&M Support holidays shall be included in the Method

of Procedure (MOP) document which shall be maintained under the terms of this agreement. The MOP shall contain contact information and escalation procedures for the establishment of these support cases.

3.4.3 Answering Service for 24/7 Support

O&M Support shall use a 24/7 answering service to receive requests for support of critical issues. This answering service shall allow for a consistent front-line point-of-contact for CFX, the FDOT, or other stakeholder agencies that encounter a critical condition in the core functionality of the CFX Data Server. The answering services shall continue to contact O&M Support staff until the call is acknowledged. The answering service shall be accessed by a toll-free number. In addition, the CFX Data Server shall be configured to automatically email the answering service in the event that a configured alarm for critical issues is detected by the CFX Data Server. The answering service shall then initiate a support call to O&M Support personnel to investigate the issue.

Service affecting issues that are detected during O&M Support business hours will first be reported using the O&M Support's lab phone number or O&M Support-designated points of contact. If O&M Support staff cannot be reached, the answering service will be used. O&M Support shall inform CFX of staff hours and schedules so that the appropriate points of contact will be notified.

3.4.4 Support Staff for 24/7 Support

O&M Support shall provide support staff with working knowledge of the CFX Data Server and external interfaces as front-line support contacts for response to support requests. Support staff shall be responsible for responding back to support requesters to confirm that O&M Support has received a critical support call and is initiating an investigation into the issue. Also, support staff shall report on the status and resolution of the issue if one is found. If a support call is automatically initiated by the CFX Data Server, the support staff shall determine if the issue is critical in nature and shall initiate efforts to resolve the situation. In the event a critical issue is reported and cannot be resolved promptly, O&M Support shall contact a predefined list of CFX designated representatives. CFX will provide the contact information for these representatives for inclusion in the MOP.

3.4.5 Development Staff for 24/7 Support

O&M Support shall be on-call to support critical service calls escalated by support staff.

3.5 *O&M Support-Hosted Test CFX Data Server*

O&M Support shall host a fully operational CFX Data Server at O&M Support's facility for testing purposes. This test system shall mirror the production environment hosted at CFX, which consists of a Sun/Solaris application server, Sun/Oracle database server operating Sybase, a tape backup, and one or more Windows servers. CFX will provide details of these servers and tape backup system. O&M Support shall use the test system for testing patches and other software and/or configuration changes before changes are deployed on the production environment. O&M Support shall ensure the test system

matches the production environment as closely as possible to best replicate production conditions.

3.6 *Database Support*

O&M Support shall provide support to monitor and maintain the stability of the CFX Data Server database. This support shall be performed by O&M Support staff and may use support from Sybase contractors if needed or desired by O&M Support. The support provided shall consist of database monitoring, scheduled database administration tasks, installation of Sybase database patches or updates, and database support tickets.

3.6.1 Database Monitoring

O&M Support shall monitor the database system logs to minimize the loss of CFX Data Server core functionality due to database issues. Some examples of the monitored conditions include: insufficient memory allocations, transaction logs exceeding available space, and assorted performance indicators. O&M Support shall work towards a resolution of issues discovered from monitoring activities. O&M Support shall contact CFX representatives concerning the issue. Efforts to resolve the condition shall utilize critical Database Support tickets.

3.6.2 Database Archiving

O&M Support shall perform database backups to backup LTO tapes on scheduled intervals. The CFX Data Server project has established and documented backup procedures and frequencies of these procedures. Scheduled scripts support these backups, but O&M Support shall ensure that backups are successful and all data is retrievable. CFX will provide LTO backup tapes and local IT staff to manually switch out tapes per the CFX Data Server backup procedures.

3.7 *Configuration Updates*

Support Tickets shall be used to perform configuration tests and updates as described below to the CFX Data Server configuration. Additional activities may be initiated using Support Ticket funds if approved by CFX representatives in the event that estimated funds for Support Tickets are expended.

Simulated error conditions shall test database monitoring tools and associated configured alarms and alert procedures on a monthly basis. Configuration updates that result from this testing shall be implemented using Configuration Tickets. The configuration changes shall be tested prior to their deployment to production operations.

Common configuration changes using Support Tickets may include, but are not limited to, the following:

- DCS configuration
- Link configuration
- C2C link/data configuration
- Midpoint configuration
- Filtering/fusion calculation parameters

- Map View Page shapefile generation
- DMS Subsystem configuration and travel time routes

3.8 *Patch Management*

O&M Support shall perform patch management of the Sun/Solaris servers that are part of the CFX Data Server. Patch management shall refer to evaluating the Solaris operating system patches annually that are available and deploying them on the production and backup servers. Patching of Sybase and COTS software and firmware used by the Data Server but not related to the Solaris operating system shall also be evaluated annually and applied if needed. Patch management shall include the following tasks:

Initial configuration of the patch management server processes to the Data Server test servers hosted at O&M Support's facility.

Annual patch release maintenance, which shall include:

- Identification and, if needed, installation of Sybase and COTS patches not associated with the operating systems.
- System function testing to mitigate the risk of patches compromising CFX Data Server system stability on O&M Support test servers.
- Following successful testing, installation of patches to the backup and production servers.

Critical patch updates required to address important security patches or to ensure system compatibility with hardware or other required Sybase and COTS software upgrades shall be performed using Support Ticket funds. Additional patching activities may be initiated using Support Ticket funds if approved by CFX representatives in the event that estimated funds for patch tickets are expended.

Some CFX Data Server software components operate on Windows servers. CFX will ensure these Windows servers are maintained and updated with monthly security and system COTS patches. CFX will coordinate with O&M Support staff when patching is performed.

3.9 *System Monitoring*

O&M Support shall perform manual checks on the system to ensure the system is operating correctly and to detect potential system events that could result in downtime. O&M Support shall perform manual system checks of the Data Server two times per week, on Tuesday and Friday unless arrangements are made beforehand and approved by CFX. Issues discovered while performing system monitoring tasks shall be investigated and resolved utilizing Support Tickets. Manual checks shall include the following:

- Checking the CFX Data Server user interface
  - Ensure the interface is accessible
  - Ensure the expected links are reporting data
  - Ensure the expected DMSs are updating with travel time data

- Check the CFX Data Server Software alarms and process integrity (restarts, errors, etc.)
- Checking regional public website
  - Ensure expected CFX links are reporting data
- Check remote access to primary and backup CFX Data Server servers
- In-depth DMS checks
  - Ensure that the CFX Data Server is sending DMS travel time messages asynchronously
  - Check for errors in logs
- In-depth C2C and real-time data checks
  - Check C2C data feed using Status Interface Test Client and the internet accessible query page
  - Check real-time data
  - Check for dynamic link mismatching
- In-depth DCS tag status
- In-depth process status checks
  - Ensure no processes are late, dead, or having errors
  - Check for new abnormal alarms
- Monitoring for known CFX Data Server software issues
- Hardware monitoring including:
  - Server disk space and memory usage
  - Status of disk and tape array
- Testing 24/7 Message Service Response:
  - Send test alarm and ensure proper response from 24 / 7 message service

Additional system monitoring activities may be initiated using Support Ticket funds if approved by CFX representatives in the event that estimated funds for system monitoring are expended.

3.10 *Server Hardware and Device Troubleshooting*

3.10.1 Data Server Hardware Troubleshooting

O&M Support shall provide troubleshooting support for CFX Data Server hardware failures as requested. Support shall include participating in coordination teleconferences, working with Oracle hardware support and/or CFX to open a hardware repair case with Oracle, and testing to ensure that hardware repairs were successful. For additional coordination support required beyond what O&M Support estimates, Support Ticket funds may be utilized.

O&M Support shall track the number of man-hours for all CFX Data Server hardware troubleshooting support as critical support tickets so that estimated effort utilized on specific hardware troubleshooting cases can be obtained upon CFX request.

3.10.2 DCS, DMS, and C2C Server Troubleshooting

O&M Support shall provide troubleshooting support for CFX DCS, CFX DMS, and C2C failures as requested by CFX. Support shall include participating in coordination teleconferences, querying the CFX Data Server's database, retrieving and distributing Data Server logs, and general troubleshooting efforts to resolve DCS, DMS, and C2C failures as non-critical support tickets.

CFX has roughly 180 Data Collection Sensors (DCS) deployed throughout the CFX roadway network. These devices are maintained in the field by the CFX ITS Maintenance contractor. Upon direction from CFX, O&M Support shall perform manual checks on the DCSs to check for sensors that are malfunctioning or disconnected. CFX ITS Maintenance contractors will use existing tools to troubleshoot and resolve hardware issues covered within their respective scope of work. However, O&M Support may be requested to perform DCS checks for further diagnosis. O&M Support shall track the number of man-hours for all troubleshooting support provided to resolve DCS, DMS, and C2C Server failures. Additional device troubleshooting activities that exceed the O&M Support's estimate may use Support Ticket funds.

4 *Project Management*

CFX and O&M Support will each designate a Project Manager who shall be the representative of their respective organizations for the project. O&M Support shall recommend a Project Manager on behalf of O&M Support for CFX's approval. The O&M Support Project Manager shall work with CFX's Project Manager on decisions that affect O&M Support's participation in the project. However, the final direction on all matters of this project shall remain with CFX's Project Manager.

O&M Support shall not begin to work on the tasks described in this document without formal Notice to Proceed approval by CFX.

4.1 *Key Staff*

O&M Support shall identify key project staff to CFX. O&M Support shall make no changes in key personnel without written notification and approval from CFX.

O&M Support shall identify key project staff to CFX. O&M Support shall make no changes to the O&M Support Project Manager role without written notification and approval from CFX. O&M Support shall notify CFX of any other changes in key project staff.

All O&M Support staff on the CFX Data Server project must qualify based on the Labor Category Qualifications as described in Attachment "1" attached hereto.

4.2 *Schedule*

The following list represents the major project milestones:

- Notice to Proceed (a start date of January 1, 2020 can be assumed for developed of a cost estimate, but should not be assumed if no formal Notice to Proceed is submitted to O&M Support by this date)
- Monthly Status Meetings: One status meeting and status report generation per O&M Support's billing period, which should be at least once per month
- Patch Releases: Deploying planned software patches for Solaris, Sybase, and COTS software
- Annual assessments of Solaris, Sybase, and COTS software

The schedule, to be delivered prior to the first status meeting, shall provide 20 calendar days for CFX review of all submittals and 15 calendar days for CFX review of re-submittals. O&M Support may continue project efforts while submittals are being reviewed, however, this does not relieve O&M Support of the responsibility to answer and incorporate review comments into the project, nor does it entitle O&M Support to additional compensation as a result of making changes due to review comments. If CFX submittal review time is exceeded, O&M Support shall not assume that the submittal is approved without comment. However, schedule adjustments may be made if CFX review time is exceeded, upon CFX approval.

When there is an actual or potential delay in the schedule or if O&M Support proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative shall be submitted to CFX for approval.

Note that the current O&M Support staff is contacted to support the CFX Data Server until January 31, 2020. An assumed NTP date for the new O&M Support is set for January 1, 2020 to allow for hand off activities.

4.3 *Meetings and Progress Reporting*

O&M Support shall participate in Status Meetings as scheduled in the project schedule. Two weeks prior to the first scheduled status meeting, O&M Support shall submit the project schedule for review. Two business days prior to all status meetings, O&M Support shall submit a status report and updated SPR Log (see section 5.4 for details) for review. The status report shall include uptime statistics for the CFX Data Server, a chart showing cumulative invoiced dollars versus budget to date, an updated list of issues, action items, and risks with status and required resolution dates. Status meetings shall include the review and discussion of the status report and updated SPR Log. O&M Support shall submit minutes of these meetings to CFX within five business days after the status meeting.

O&M Support shall continue to maintain an Action Item database. This database shall be used to support the closure of action items in a timely manner. O&M Support shall continue to maintain a Risks database. This database shall be used to track the progress of risks associated with success of the project.

5 Project Submittals

O&M Support shall be responsible for making submittals to CFX for review. CFX's review time will start when required deliverables for each submittal have been received and end with the return shipping of the review comments. O&M Support shall continue to provide documents for review and submittal in the manner which O&M Support has done throughout the life of the CFX Data Server project. This includes submitting an editable format (depending upon the type of document) and an Adobe Acrobat (.pdf) format file. For those documents whose size exceeds the limits on email applications, O&M Support may request assistance from CFX or CFX representative to distribute documents via their established file distribution application.

O&M Support shall also post project submittals to a project website, which shall be maintained by O&M Support. O&M Support shall work with CFX ensure that CFX can access the project website.

5.1 Maintenance Cost Proposal Submittal

O&M Support shall submit a cost proposal for the maintenance and monitoring services of the CFX Data Server as described in this document. The cost proposal total shall be a not-to-exceed limiting amount based upon a pre-established rate schedule identified in Exhibit "D", Price Proposal of the Agreement. If the required level of effort for any particular category of support exceeds the estimated level of effort for that category, CFX may authorize work to continue under the Support Ticket funding or may authorize the transfer of funding from one or more categories of support to one or more. The transfer of funding shall require O&M Support to submit a request to CFX for approval.

CFX will provide O&M Support with a Microsoft Excel spreadsheet template that shall be used as a basis for maintenance cost proposals. O&M Support shall submit a separate spreadsheet for each billable category. Billable categories include the following:

- Project Management
- 24/7 Phone Support
- Patch Management
- System Monitoring
- Server Hardware/Device Troubleshooting
- Database Administration
- CFX Data Server Support
- CFX Data Server Enhancements / Software Development

5.2 Invoice Submittal

O&M Support shall provide invoices and backup documentation with invoices that contain detailed invoicing information to CFX. Invoice submittals shall be in electronic form only. The backup documents shall contain the same information as currently provided and previously approved by CFX in the CFX Data Server project. This information includes the following:

- Amount of the current invoice
- Amount invoiced to date
- Contract limiting amount
- Percent of the contract limiting amount invoiced to date
- Balance (contract limiting amount minus the amount invoiced to date)
- Retainage percentage
- Fee percentage

The contract limiting amount shall correspond with the supplemental agreements issued for the current contract.

The invoice backup information shall separate invoiced charges associated with the provided Scope of Services for Operations and Maintenance from design and implementation tasks which may be provided under a separate supplemental agreement or contract made with CFX. The invoice backup information shall include the number of hours billed per labor category. In addition, average hourly rates per labor category for the billing period shall be included with the original invoice delivered to CFX.

Any changes to the invoice materials provided including the format or nature in which they are delivered shall require CFX approval.

In the event that estimated funds for generation of the detailed invoice backups are expended, O&M Support may continue with the generation of the invoice support materials utilizing Support Tickets.

5.3 *Method of Procedures Document Updates*

O&M Support shall submit an updated version of the Method of Procedures (MOP) Document as needed during the life of this maintenance period. Updates shall reflect changes in procedures, updated contact information, and updates based on CFX's comments/recommendations. O&M Support shall budget for one update to occur during the maintenance period. If additional updates of the MOP are needed, Support Ticket funds may be utilized.

5.4 *Software Problem Report Log Updates*

O&M Support shall maintain and resubmit an updated Software Problem Report (SPR) Log to correspond with each invoicing period. The updated SPR Log shall be submitted prior to the status meeting. O&M Support shall review the SPR Log with CFX during the status report meeting. O&M Support shall update the SPR Log according to the current status of the issues and in accordance with recommendations of CFX.

The SPR Log shall consist of individual tickets, each corresponding with a distinct issue identified by CFX and/or the O&M Support staff. Each SPR Log ticket shall consist of a status for each identified issue, a unique tracking number, a description of the issue, a priority level, the date the ticket was first submitted, a flag indicating if the ticket is service-

affecting, and a history of updates to the ticket. All SPR log tickets shall remain open until CFX and/or a CFX representative approves its closure.

5.5 *CFX Data Server Wiki Updates*

The CFX Data Server contains a Wiki that provides software design and maintenance information for O&M Support and other support staff. O&M Support shall maintain notes for other documentation updates required due to CFX Data Server software patches, other software changes, or COTS software updates/changes made within this maintenance period. O&M Support shall maintain the CFX Data Server Wiki, making updates to all pages that require updating at least once per year. CFX or a CFX representative will review the Wiki and changes made and provide comments. O&M Support shall incorporate or resolve all CFX comments.

6 Additional Services

Additional services may be assigned to O&M Support in accordance with the Contract and this Scope of Services. No work shall be accomplished under additional services without prior written authorization to O&M Support to perform the work.

7 Data Confidentiality

Information and work product generated in connection with this Agreement shall be the property of CFX, subject to the terms of the TxDOT/CFX license agreement. O&M Support shall not transfer, disclose or otherwise use such information or work product for any purpose other than in performance of its duties hereunder without CFX's prior written consent, which consent may be withheld or granted in the sole discretion of CFX. Information and materials with respect to CFX and this Agreement obtained by O&M Support during the Term of this Agreement shall remain confidential.

In the course of supporting the system, O&M Support's staff may have access to confidential customer data. The O&M Support must treat all data in CFX's system with the utmost care to prevent disclosure of confidential data. O&M Support agrees to abide by the conditions set forth in CFX's Security Policy. All O&M Support personnel (local and remote) who have access to CFX data must read and sign an acknowledgement of the terms of CFX's Security Policy.

8 Ownership of Deliverables

CFX shall retain all rights and ownership of all products delivered as part of this project, subject to the terms and conditions of any licenses between CFX and TxDOT.

CONSENT AGENDA ITEM #29

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 23, 2019

SUBJECT: Approval of Purchase Order to Temple, Inc. for Field Ethernet Switch Equipment
Project 599-542

Board approval is requested to issue a purchase order to Temple, Inc. in the amount of $155,997.60 for Field Ethernet Switch Equipment.

An Invitation to Bid for the referenced project was advertised on September 8, 2019. Responses to the Invitation were received from three contractors by the deadline.

Bid results were as follows:

	Bidder	Bid Amount
1.	Temple, Inc.	$155,997.60
2.	Siemens Industry, Inc.	$180,013.50
3.	Holzberg Communications, Inc.	$186,133.80

The Estimate for this project is $160,000.00 and $152,000 is included in the Five-Year Work Plan.

The purchase of Field Ethernet Switch Equipment is to maintain existing Intelligent Transportation Systems Network throughout CFX's system.

This project is included in the Five-Year Work Plan.

Reviewed by:
Bryan Homayouni
Manager of Traffic Operations

E.1.

Chairman's Report

THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: September 27, 2019

RE: August 2019 Financial Reports

Attached please find the August 2019 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING AUGUST 31, 2019 AND YEAR-TO-DATE

	FY 20 MONTH ACTUAL	FY 20 MONTH BUDGET	FY 20 YEAR-TO-DATE ACTUAL	FY 20 YEAR-TO-DATE BUDGET	FY 20 YEAR-TO-DATE VARIANCE	FY 20 YEAR-TO-DATE % VARIANCE	FY 19 - 20 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	$ 42,369,083	$ 41,038,963	$ 84,596,892	$ 82,125,602	$ 2,471,290	3.0%	7.2%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	$ 652,887	826,092	1,428,701	1,215,278	213,424	17.6%	27.6%
TRANSPONDER SALES	$ 84,740	67,417	164,729	126,583	38,147	30.1%	172.2%
OTHER OPERATING	$ 193,927	96,057	217,901	105,379	112,522	106.8%	55.9%
INTEREST	$ 751,324	615,882	1,973,626	1,389,420	584,207	42.0%	175.5%
MISCELLANEOUS	$ 60,830	60,845	127,719	121,690	6,029	5.0%	-33.2%
TOTAL REVENUES	$ 44,112,791	42,705,255	88,509,569	85,083,951	3,425,618	4.0%	9.1%
O M & A EXPENSES							
OPERATIONS	$ 3,491,454	3,591,022	6,400,001	6,681,497	281,496	4.2%	53.2%
MAINTENANCE	$ 444,588	553,169	600,724	719,281	118,557	16.5%	-25.2%
ADMINISTRATION	$ 510,818	588,353	1,151,109	1,269,473	118,364	9.3%	16.0%
OTHER OPERATING	$ -	-	-	-	-	0.0%	0.0%
TOTAL O M & A EXPENSES	$ 4,446,860	4,732,544	8,151,833	8,670,251	518,418	6.0%	36.5%
NET REVENUES BEFORE DEBT SERVICE	$ 39,665,931	37,972,711	80,357,736	76,413,700	3,944,036	5.2%	6.9%
COMBINED NET DEBT SERVICE	$ 15,344,113	15,250,757	30,301,621	30,501,513	199,893	0.7%	8.2%
NET REVENUES AFTER DEBT SERVICE	$ 24,321,818	$ 22,721,954	$ 50,056,115	$ 45,912,187	$ 4,143,928	9.0%	6.2%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2019
FOR THE MONTH ENDING AUGUST 31, 2019 AND YEAR-TO-DATE

	FY 2020 ACTUAL	FY 2020 BUDGET	VARIANCE	FY 20 YEAR-TO-DATE % VARIANCE
Operations	$ 6,400,001	$ 6,681,497	$ 281,496	4.2%
Maintenance	600,724	719,281	118,557	16.5%
Administration	1,151,109	1,269,473	118,364	9.3%
Other Operating	-	-	-	0.0%
Total O M & A	$ 8,151,833	$ 8,670,251	$ 518,418	6.0%
Capital Expenditures				
Operations	$ -	$ -	-	0.0%
Maintenance	-	-	-	0.0%
Administration	-	-	-	0.0%
Total Capital Expenditures	$ -	$ -	$ -	0.0%

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Two Months Ending August 31, 2019

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	89,304	91,476	2,172	2.37%
Image Review	804,648	823,150	18,502	2.25%
Special Projects	7,000	29,946	22,946	76.62%
Information Technology	411,678	520,479	108,801	20.90%
E-PASS Service Center	2,477,642	2,552,724	75,082	2.94%
E-PASS Business Services	23,748	24,203	455	1.88%
Public Outreach/Education	31,555	51,008	19,453	38.14%
Subtotal CFX	**3,845,575**	**4,092,986**	**247,411**	**6.04%**
Plazas	2,554,426	2,588,512	34,086	1.32%
Subtotal Toll Facilities	**2,554,426**	**2,588,512**	**34,086**	**1.32%**
Total Operations Expenses	**6,400,001**	**6,681,497**	**281,497**	**4.21%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Two Months Ending August 31, 2019

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	298,257	315,233	16,977	5.39%
Traffic Operations	125,339	160,488	35,150	21.90%
Routine Maintenance	177,128	243,559	66,431	27.27%
Total Maintenance Expenses	**600,724**	**719,281**	**118,557**	**16.48%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Two Months Ending August 31, 2019

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	79,130	84,853	5,723	6.74%
Administrative Services	359,601	375,981	16,380	4.36%
Communications	63,384	84,620	21,236	25.10%
Human Resources	44,482	49,334	4,852	9.83%
Supplier Diversity	28,619	41,885	13,266	31.67%
Accounting	225,548	230,181	4,634	2.01%
Construction Administration	8,863	11,542	2,679	23.21%
Risk Management	0	0	0	0.00%
Procurement	73,396	88,091	14,695	16.68%
Legal	211,810	236,530	24,720	10.45%
Internal Audit	0	0	0	0.00%
525 Magnolia	3,887	4,490	602	13.42%
Engineering	5,324	8,146	2,822	34.64%
Records Management	47,064	53,820	6,756	12.55%
Grand Total Expenses	**1,151,109**	**1,269,473**	**118,364**	**9.32%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING AUGUST 31, 2019 AND YEAR-TO-DATE

	FY 20 YEAR-TO-DATE ACTUAL	FY 20 YEAR-TO-DATE BUDGET	FY 20 YEAR-TO-DATE VARIANCE	FY 19 YEAR-TO-DATE ACTUAL	FY 19 YEAR-TO-DATE BUDGET	FY 19 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 84,596,892	$ 82,125,602	$ 2,471,290	$ 78,882,917	$ 74,338,324	$ 4,544,593	$ (2,073,303)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,428,701	1,215,278	213,424	1,119,392	1,010,646	108,746	104,678
TRANSPONDER SALES	164,729	126,583	38,147	60,509	50,319	10,190	27,957
OTHER OPERATING	217,901	105,379	112,522	139,802	121,946	17,856	94,666
INTEREST	1,973,626	1,389,420	584,207	716,321	490,000	226,321	357,886
MISCELLANEOUS	127,719	121,690	6,029	191,198	185,955	5,243	786
TOTAL REVENUES	88,509,569	85,083,951	3,425,618	81,110,139	76,197,190	4,912,949	(1,487,331)
O M & A EXPENSES							
OPERATIONS	6,400,001	6,681,497	281,496	4,177,772	5,655,304	1,477,532	(1,196,036)
MAINTENANCE	600,724	719,281	118,557	802,866	889,985	87,119	31,438
ADMINISTRATION	1,151,109	1,269,473	118,364	992,397	1,044,856	52,459	65,905
OTHER OPERATING	-	-	-	-	-	-	-
TOTAL O M & A EXPENSES	8,151,833	8,670,251	518,418	5,973,035	7,590,145	1,617,110	(1,098,692)
NET REVENUES BEFORE DEBT SERVICE	80,357,736	76,413,700	3,944,036	75,137,104	68,607,045	6,530,059	(2,586,023)
COMBINED NET DEBT SERVICE	30,301,621	30,501,513	199,893	28,002,263	28,134,431	(132,168)	332,061
NET REVENUES AFTER DEBT SERVICE	$ 50,056,115	$ 45,912,187	$ 4,143,928	$ 47,134,841	$ 40,472,614	$ 6,662,227	$ (2,518,299)

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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 AUGUST 31, 2019 AND YEAR-TO-DATE

	FY 20 MONTH ACTUAL	FY 19 MONTH ACTUAL	FY 19 - 20 SAME MONTH COMPARISON	FY 20 YEAR-TO-DATE ACTUAL	FY 19 YEAR-TO-DATE ACTUAL	FY 19 - 20 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 42,369,083	$ 39,863,550	$ 2,505,533	$ 84,596,892	$ 78,882,917	$ 5,713,975
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	652,887	754,085	(101,198)	1,428,701	1,119,392	309,309
TRANSPONDER SALES	84,740	34,134	50,606	164,729	60,509	104,220
OTHER OPERATING	193,927	125,096	68,831	217,901	139,802	78,099
INTEREST	751,324	352,231	399,093	1,973,626	716,321	1,257,305
MISCELLANEOUS	60,830	91,325	(30,495)	127,719	191,198	(63,479)
TOTAL REVENUES	44,112,791	41,220,421	2,892,370	88,509,569	81,110,139	7,399,430
O M & A EXPENSES						
OPERATIONS	3,491,454	2,372,421	1,119,033	6,400,001	4,177,772	2,222,229
MAINTENANCE	444,588	709,011	(264,423)	600,724	802,866	(202,142)
ADMINISTRATION	510,818	540,890	(30,072)	1,151,109	992,397	158,712
OTHER OPERATING	-	-	-	-	-	-
TOTAL O M & A EXPENSES	4,446,860	3,622,322	824,538	8,151,833	5,973,035	2,178,798
NET REVENUES BEFORE DEBT SERVICE	39,665,931	37,598,099	2,067,832	80,357,736	75,137,104	5,220,632
COMBINED NET DEBT SERVICE	15,344,113	14,090,849	1,253,264	30,301,621	28,002,263	2,299,358
NET REVENUES AFTER DEBT SERVICE	$ 24,321,818	$ 23,507,250	$ 814,568	$ 50,056,115	$ 47,134,841	$ 2,921,274

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E.3.

Executive Director's Report

Executive Director Report
October 2019

DASHBOARD

Wrong Way Driving Program

In August there were 20 wrong way driving detections system wide with 18 of the 20 detections resulting in documented turn arounds. Details of the remaining events are listed below:

SR 417 SB Exit 17B at Boggy Creek Rd, Thu 8/1/2019 1:09 AM
A black truck was observed traveling down the ramp in the wrong direction. The vehicle corrected itself and drove over the median onto the Expressway in the correct direction.

SR 417 NB Exit 34 at SR 50, Sat 8/24/2019 11:32 PM
A red sedan was observed traveling in the wrong direction on the ramp. The vehicle proceeds to the end of the ramp and turns to face the correct direction of travel on the mainline.

TRANSPORTATION PARTNERSHIPS

Virgin Trains Update

The Florida Department of Transportation and CFX have extended the window to negotiate agreements for easements for Virgin Trains Orlando to Tampa route to January 1, 2020.

The construction of tracks from the east coast to the Orlando International Airport Intermodal Center continues to progress.

City of Apopka

The CFX team has been working with the City of Apopka to find a cell tower site on CFX right of way for the purpose of improving emergency response service in Lake and Orange Counties. More information will be available for Board consideration in November.

ENR Magazine

Aileen Cho, Engineering News Record Senior Transportation Editor, visited Central Florida on September 18. Ms. Cho spent the day touring the SR 408/SR 417 interchange, widening projects along SR 417, the Wekiva Parkway and the I-4/SR 408 Interchange with Glenn Pressimone, CFX Chief of Infrastructure, Ben Dreiling, CFX Director of Construction and Mary Brooks, CFX Public Involvement Coordinator. Aileen loves expressway construction sites and enjoyed her visit at CFX!

PRESENTATIONS

September 18:	Engineering News Record System Tour
September 19-20:	Go for the Greens Conference - Supplier Diversity
September 20:	GAI Consultants
September 24:	Panel: Hispanic Chamber Workshop
September 27:	South Seminole Rotary Club

MEETINGS

September 13:	Seminole County Legislative Delegation
September 14-15:	International Toll Tunnel & Turnpike Assoc Board Meeting
September 16-19:	Florida Legislature Fall Interim Committee Week
September 16:	Orange County District 3 Transportation Town Hall
September 17:	Gene Spaulding, Florida Highway Patrol
September 17:	Apopka Chamber of Commerce
September 17:	Seminole County Chamber of Commerce
September 17:	Orange County Community Traffic Safety Team
September 18:	Greater Orlando Aviation Authority
September 18:	ASHE Lunch and Learn
September 19:	I-4 Ultimate Coordination Meeting
September 19:	Lake Kehoe HOA Meeting
September 20:	Lake Apopka Connector Trail
September 25:	Brevard County Legislative Delegation
September 25:	Ultimate I-4 Public Information Coordination
September 26:	I-Drive Businesses: ETC of Central Florida
September 27:	Orange County Transportation Partners Town Hall
September 27:	I-4 Ultimate Agency Coordination Meeting
October 1:	2019 Florida Automated Vehicle Summit Working Group
October 3:	Orange County District 5 Transportation Town Hall
October 3 & 4:	TEAMFL Quarterly Meeting
October 10:	Space Coast Transportation Planning Organization

EVENTS

September 20:	University of Central Florida – College Pass
September 21:	College Pass Promo: Louisville vs FSU
September 26:	Business Accounts: Orlando Business Journal Fast 100
September 28:	College Pass Promo: UCF vs UCONN
October 3:	State of Apopka with Mayor Bryan Nelson
October 9:	West Orange Chamber – Horizon's West

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PERFORMANCE DASHBOARD
AUGUST 2019

Fiscal year runs from July 1-June 30

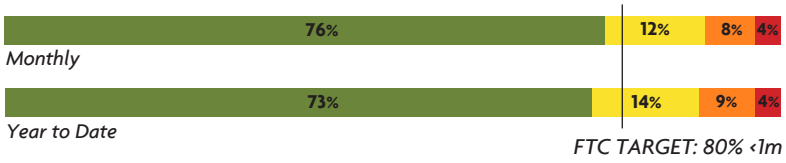
CUSTOMER SERVICE

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center	8,111	8,928	2:41	<5m

SERVICE CENTER: MINUTE INTERVALS <5 5-6 6-7 7-8 8-9 9+

Call Center	105,987	106,618	0:54	<1m

CALL CENTER: % MINUTE INTERVALS <1 1-3 3-5 5+



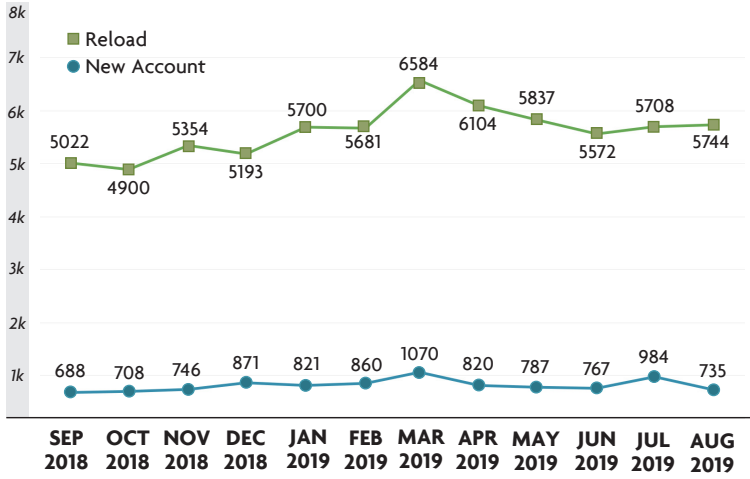
FTC TARGET: 80% <1m

WRONG WAY DRIVING (WWD)

Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Total Vehicles Detected	11	12	14	10	16	14	14	20
Documented Turn Arounds	9	10	10	10	15	13	14	18

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 821 E-PASS sales and 5,617 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	$59.4	88%	89%		January 2020
SR 408 Widening from SR 417 to Alafaya Trail	$78.4	$71.2	91%	91%		November 2019
SR 417 Widening from Econlockhatchee to Seminole Co.	$44.4	$27.7	58%	63%		June 2020
Toll System Replacement	$54.4	$30.6	69%	56%		July 2021

LEGEND: % Time - % Spent ≤ 10 11-20 ≥ 21

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	$88.5	$85.1	4%
OM&A Expenses	$8.2	$8.7	6%
Net Revenue	$50.1	$46.0	9%

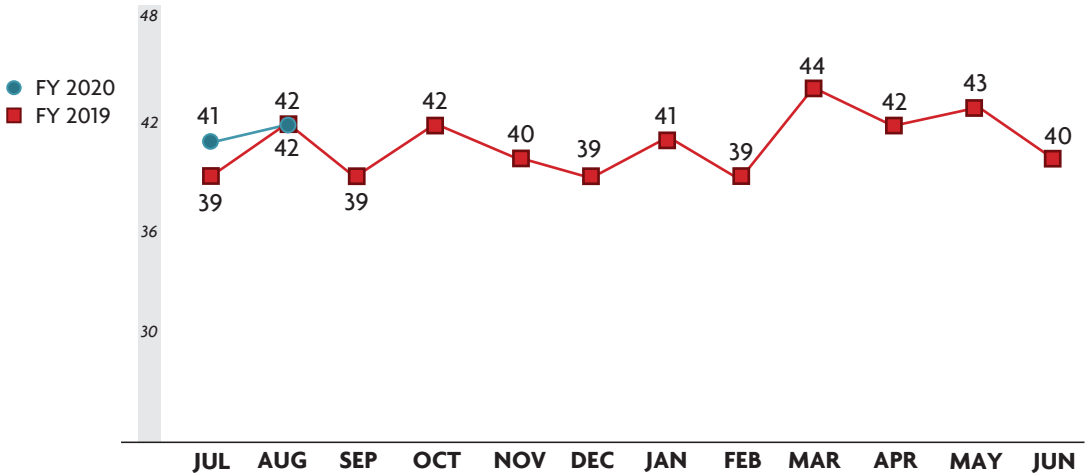
LEGEND: >/= 0 -0.1 to -10 </= -10

DEBT SERVICE

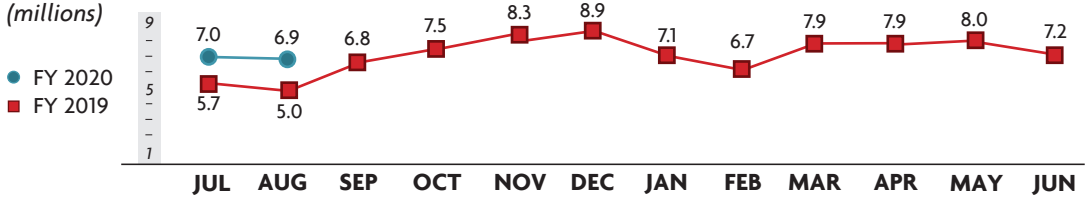
FY to Date	Actual	Budget
Senior Lien	2.32	2.31
Subordinate Lien	2.22	2.21

LEGEND: >1.45 >1.21 to 1.44 </= 1.2

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM *(millions)*



UNPAID IN LANE TRANSACTIONS *(millions)*



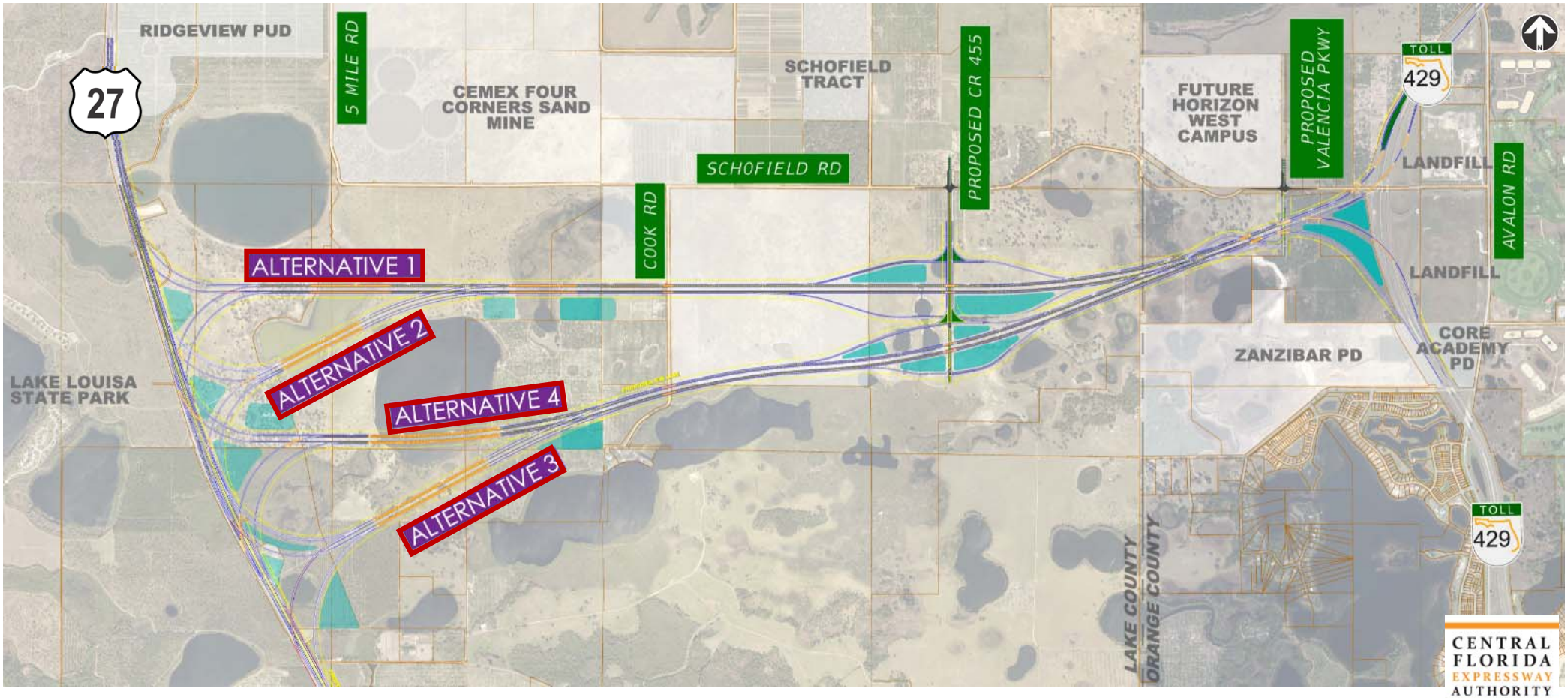
F. 1.

Lake / Orange County Connector
Project Development & Environment Study

Glenn Pressimone, Chief of Infrastructure and Will Sloup, Metric Engineering

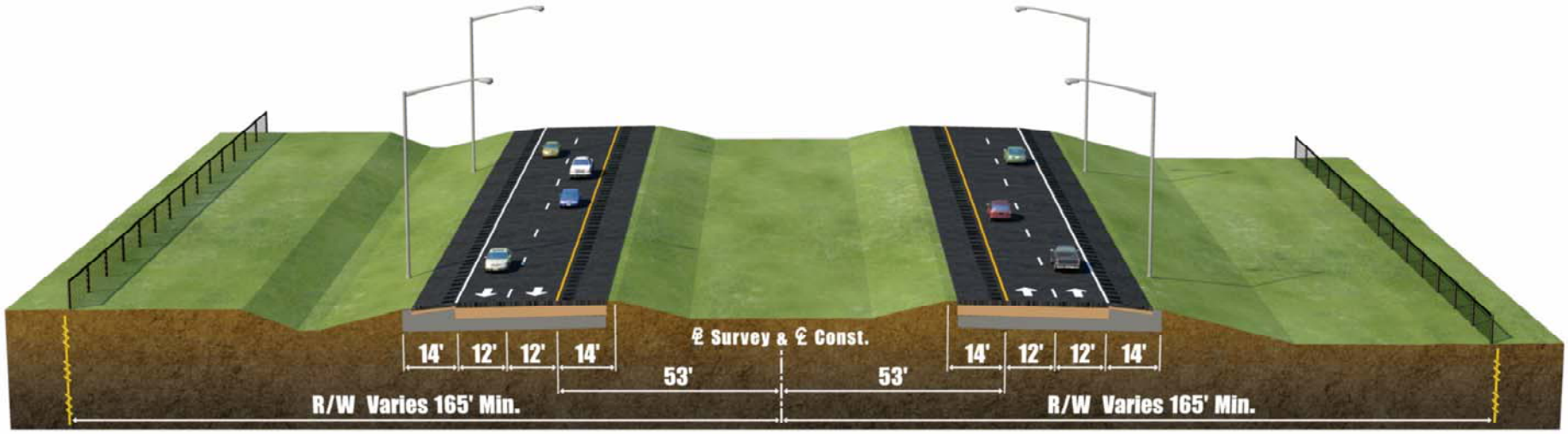
— October 10, 2019 —

Alternatives Analysis



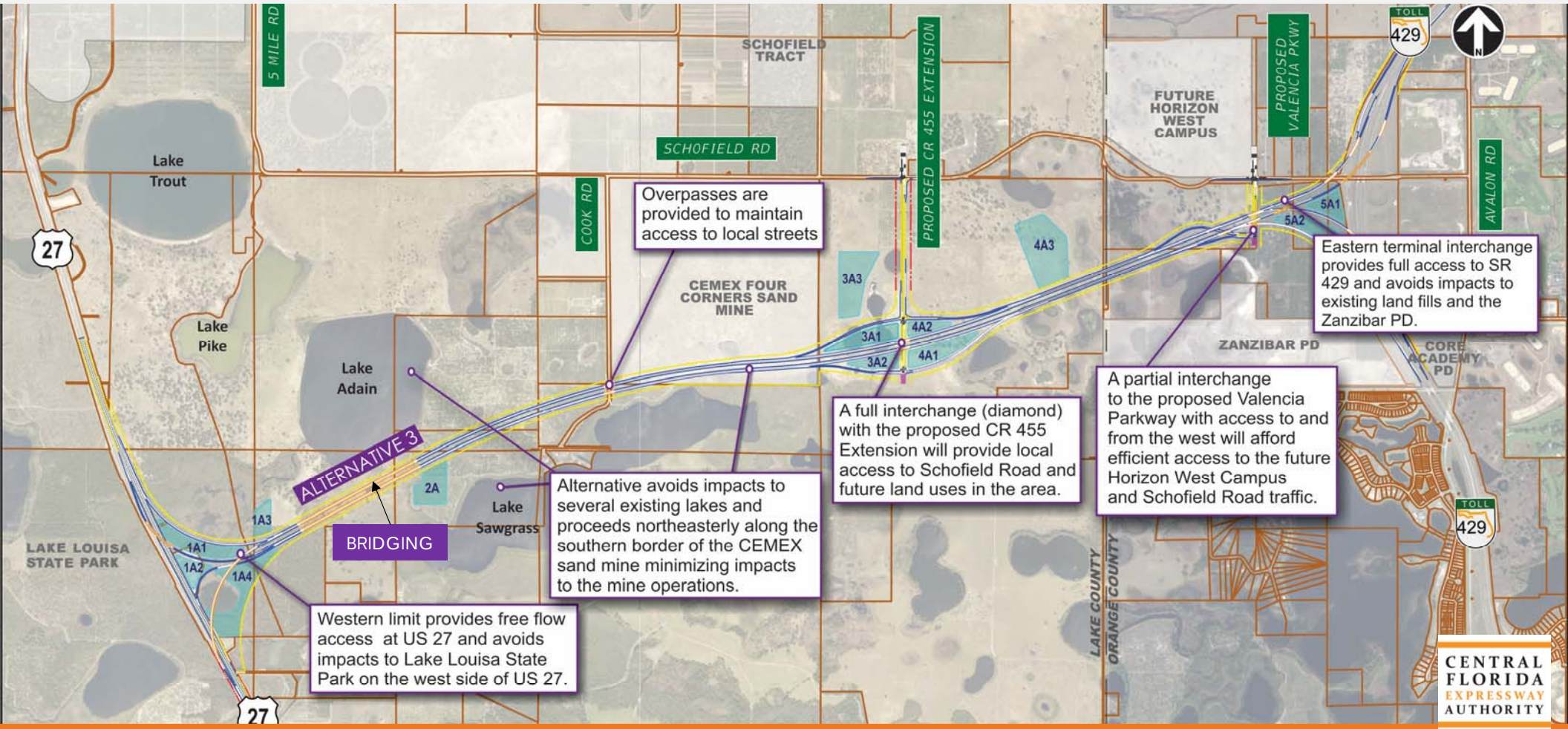
Proposed Typical Section

- 330-foot wide right-of-way
- Allows for future widening to the inside



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Preferred Alternative



Estimated Project Cost

Construction / Engineering / Administration	$317,600,000
Right-of-Way	$102,000,000
TOTAL ESTIMATED PROJECT COST	**$419,600,000**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Public Involvement Summary

3 PUBLIC MEETINGS

- **Corridor Workshop** - August 30, 2018
- **Alternatives Workshop** - March 7, 2019
- **Public Hearing** - June 27, 2019

3 ENVIRONMENTAL ADVISORY GROUP MEETINGS

- June 30, 2018
- February 12, 2019
- May 2, 2019

3 PROJECT ADVISORY GROUP MEETINGS

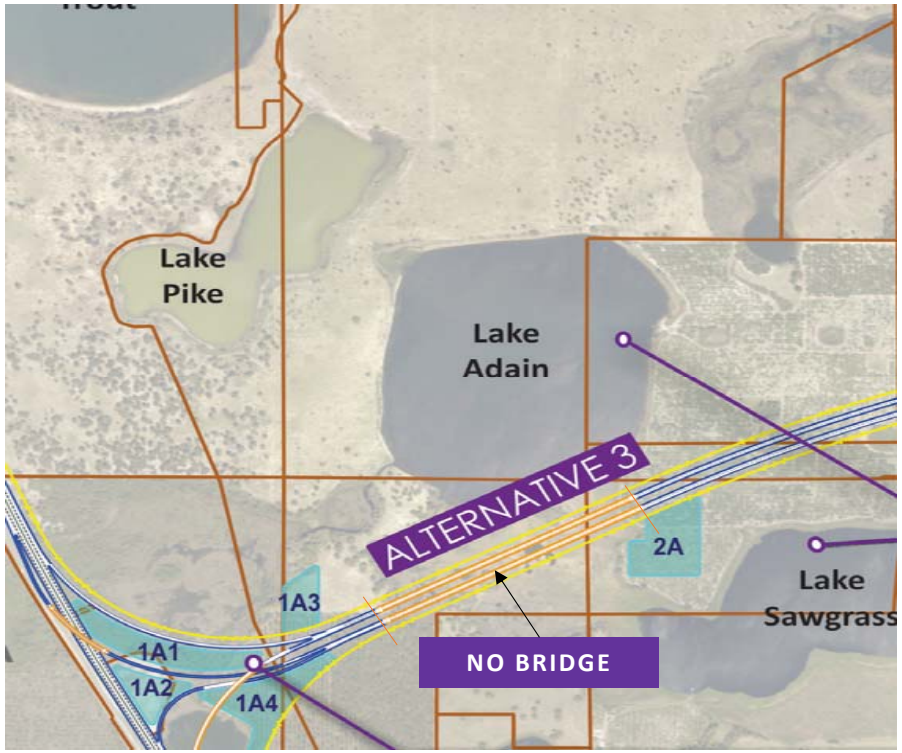
- June 30, 2018
- February 12, 2019
- May 2, 2019

Public Hearing • June 27, 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Viability of Preferred Alternative

	Preferred Alternative (Bridge Removed)
Estimated Project Cost	$419,600,000
Projected Toll Revenue	$205,000,000
Viability Percentage	49.0%



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Board approval of the Lake / Orange County Connector PD&E Study, the Preferred Alternative and to proceed into project production phases.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL
FLORIDA
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F. 2.

Poinciana Parkway Extension
Project Development & Environment Study

Glenn Pressimone, Chief of Infrastructure and Clif Tate, Kimley-Horn & Associates

— October 10, 2019 —

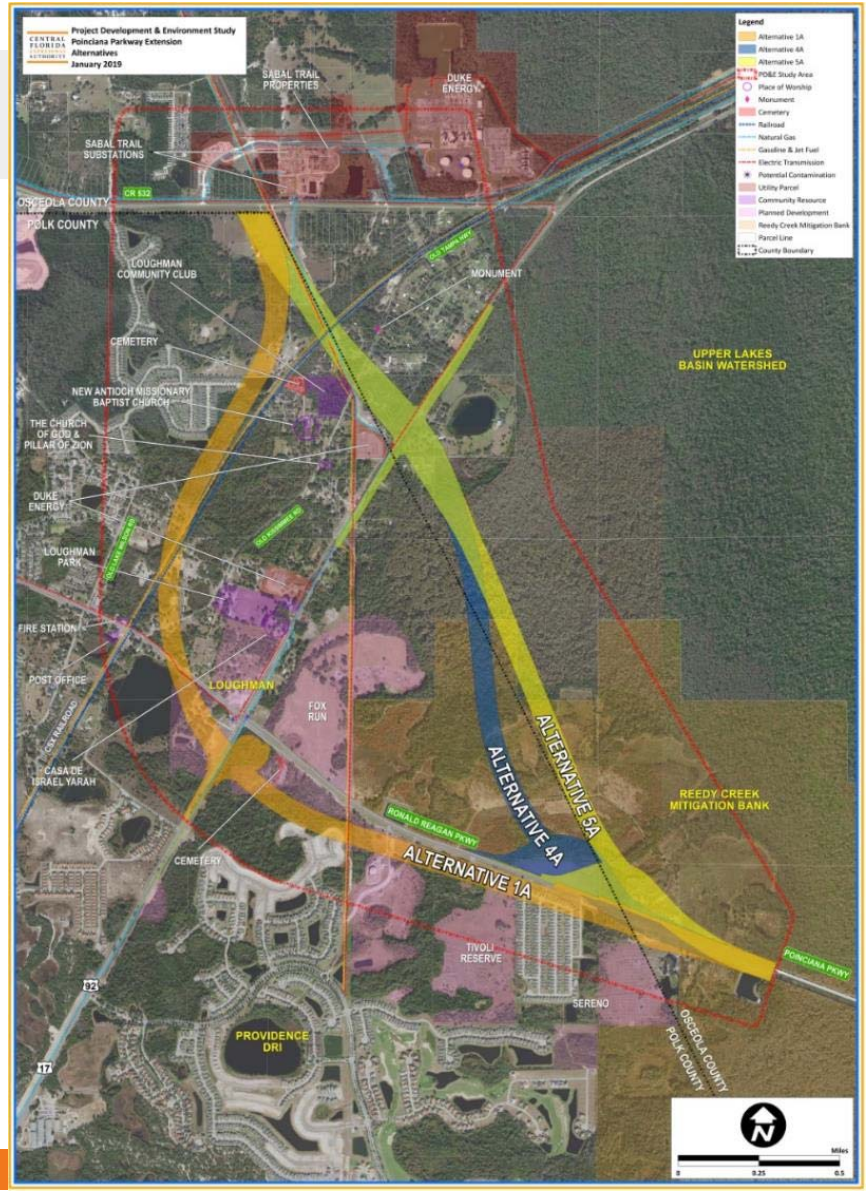
Study Alternatives

- Built upon Concept, Feasibility, & Mobility Study Alternatives

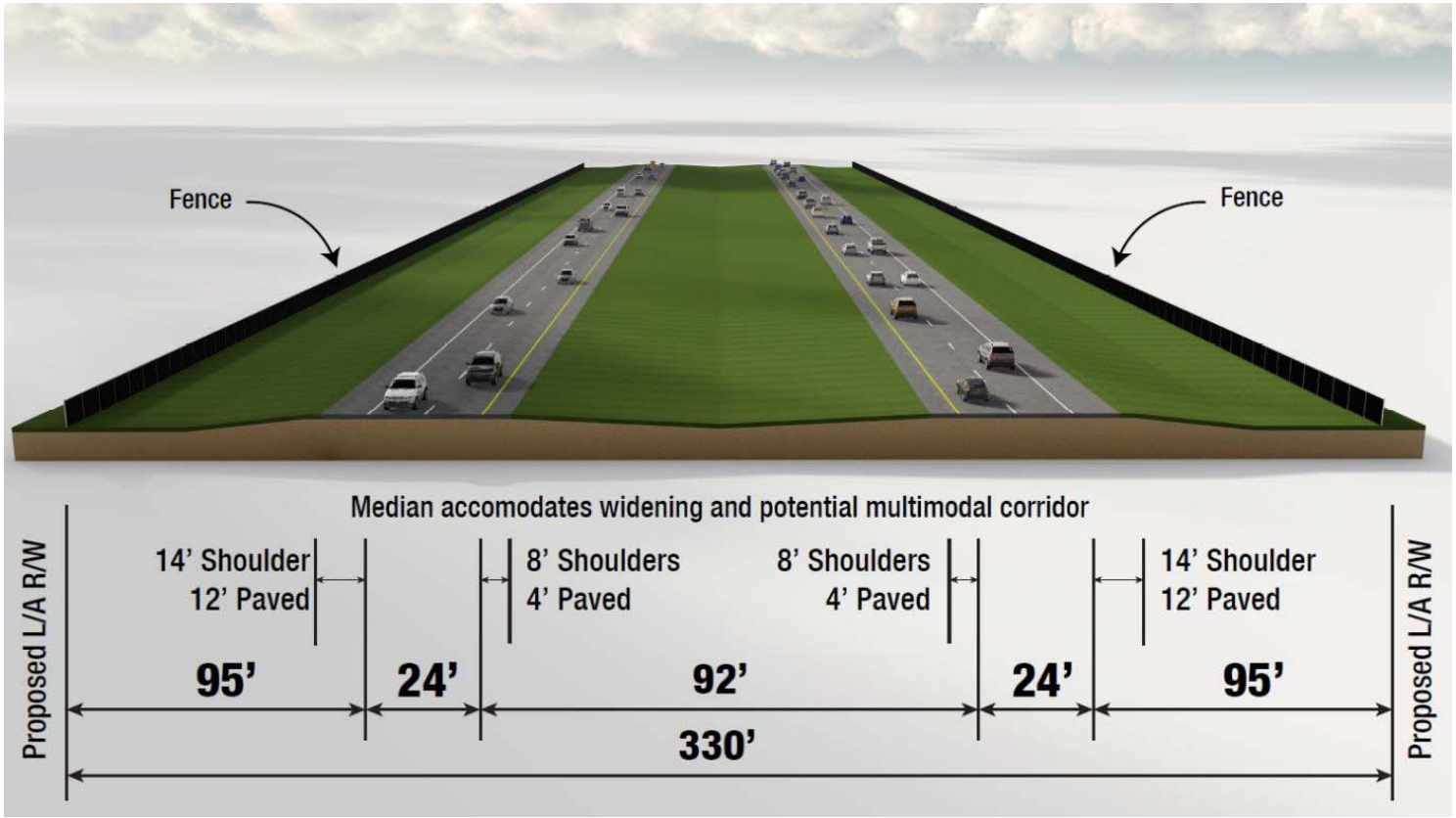
- Alternative 1A
  - Minimizes impacts to Reedy Creek Mitigation Bank

- Alternative 4A
  - Reduces social impacts
  - Additional impact to Reedy Creek Mitigation Bank compared to Alternative 5A

- Alternative 5A
  - Reduces social impacts



Proposed Typical Section

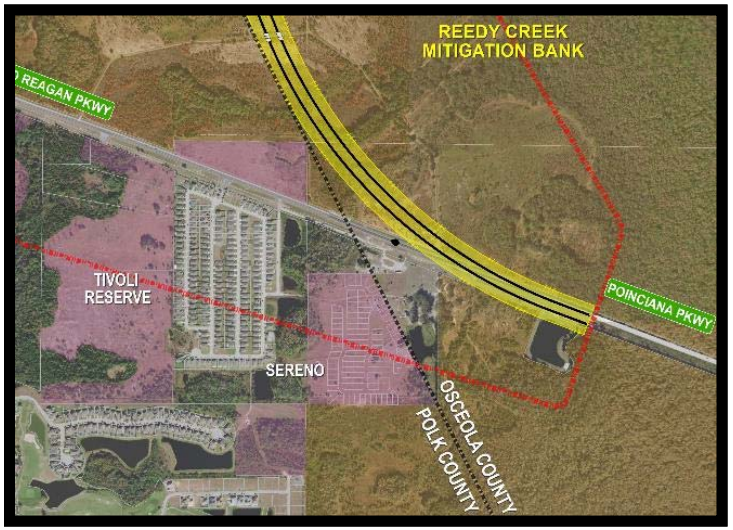


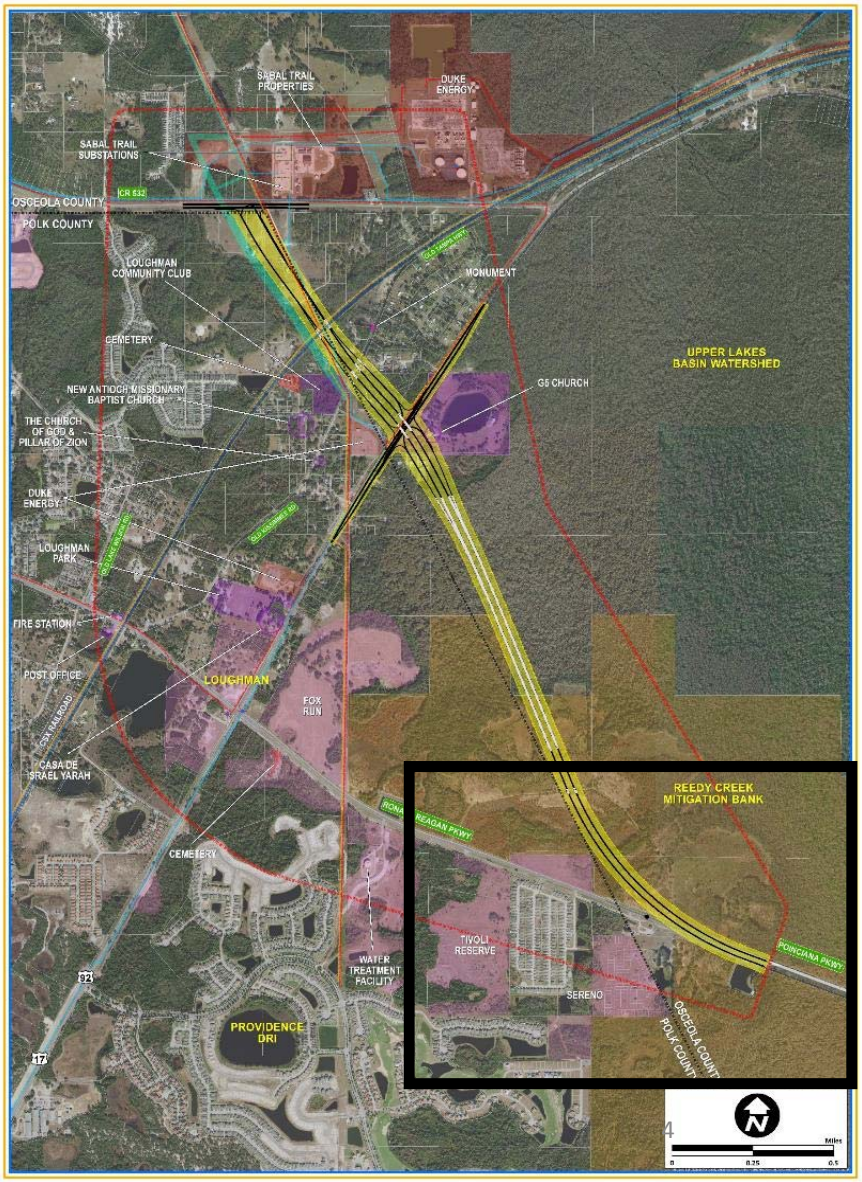
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Preferred Alternative

Alternative 5A Without Slip Ramps

- Lowest social impacts
- Lower natural impacts
- Lowest overall cost
- Highest traffic





Estimated Project Cost

Construction / Engineering / Administration	$261,700,000
Right-of-Way	$18,400,000
TOTAL ESTIMATED PROJECT COST	**$280,100,000**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Public Involvement

3 PUBLIC MEETINGS

- **Kick-Off Meeting** - September 25, 2018
- **Alternatives Workshop** - March 14, 2019
- **Public Hearing** - August 29, 2019

3 ENVIRONMENTAL ADVISORY GROUP MEETINGS

- August 15, 2018
- February 19, 2019
- May 21, 2019

PROJECT ADVISORY GROUP MEETINGS

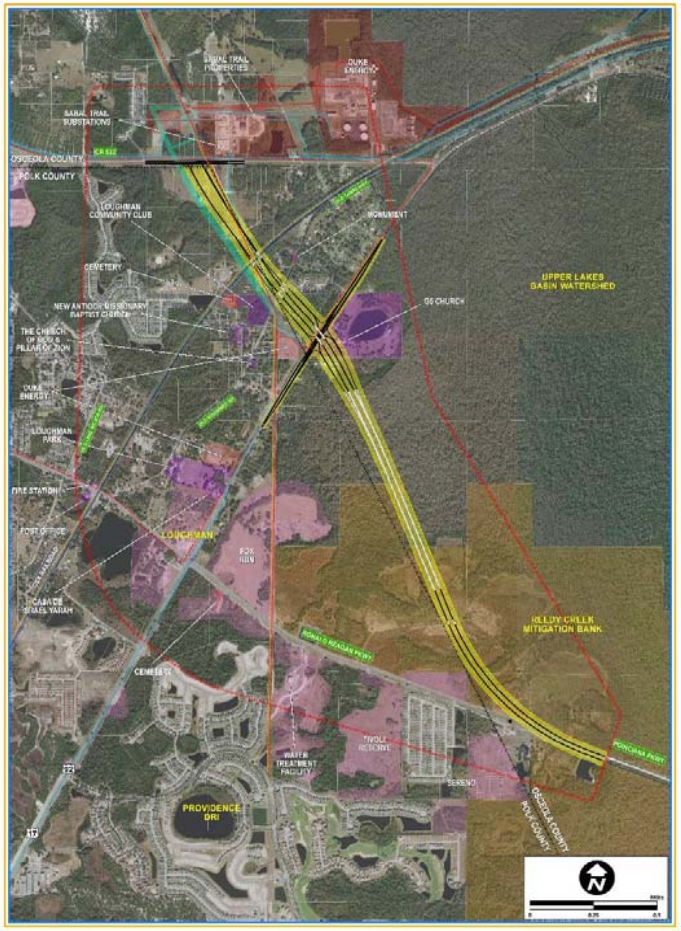
- August 15, 2018
- February 19, 2019
- May 21, 2019

Public Hearing • August 29, 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Viability of Preferred Alternative

	Preferred Alternative
Estimated Project Cost	$280,100,000
Projected Toll Revenue	$147,900,000
Viability Percentage	53.0%



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Board approval of the Poinciana Parkway Extension PD&E Study, the Preferred Alternative and to proceed into project production phases.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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FLORIDA
EXPRESSWAY
AUTHORITY

G. 1.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Pay By Plate

Lisa Lumbard, CFO and Michelle Maikisch, Chief of Staff/Public Affairs Officer

— October 10, 2019 —

Ways CFX Collects Tolls

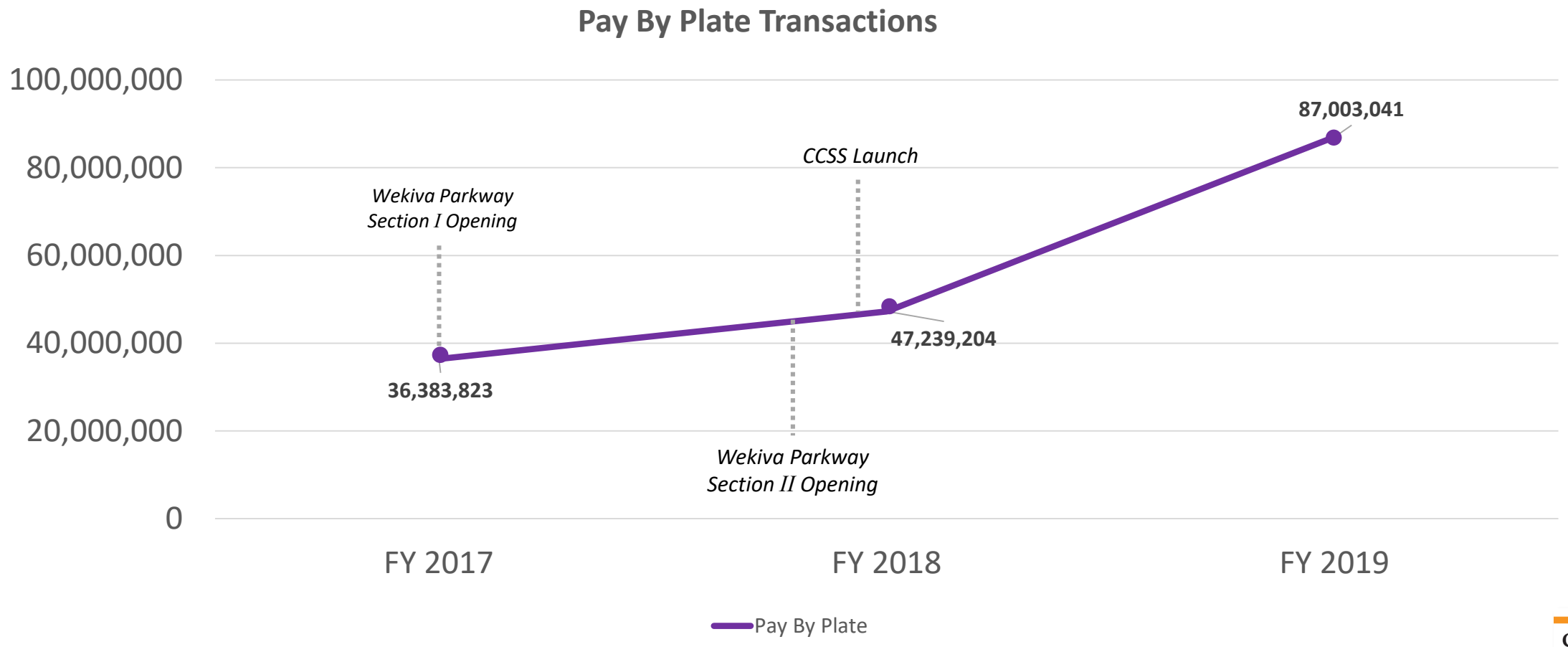
TRANSPONDER-BASED

CASH

PAY BY PLATE

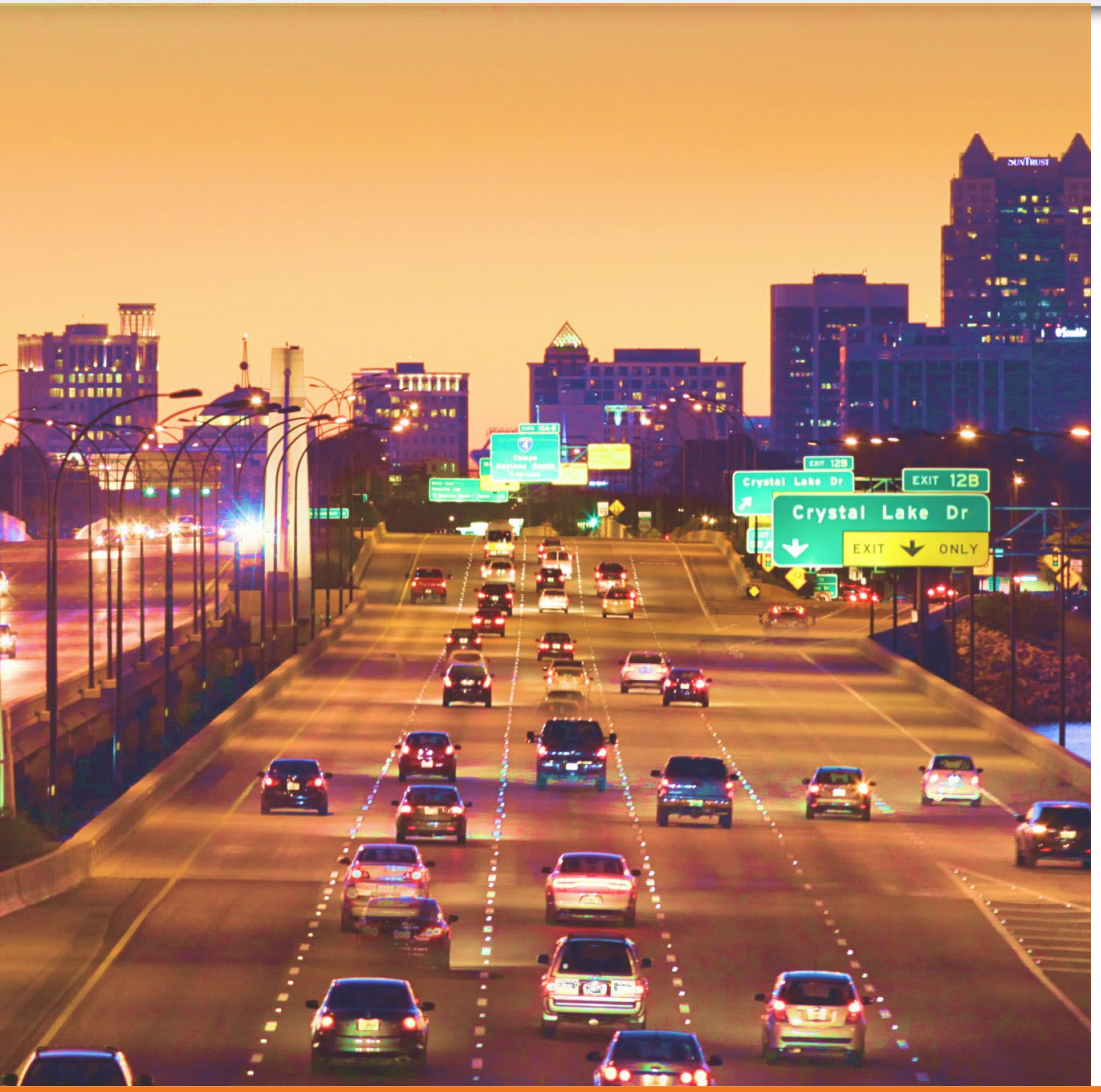
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

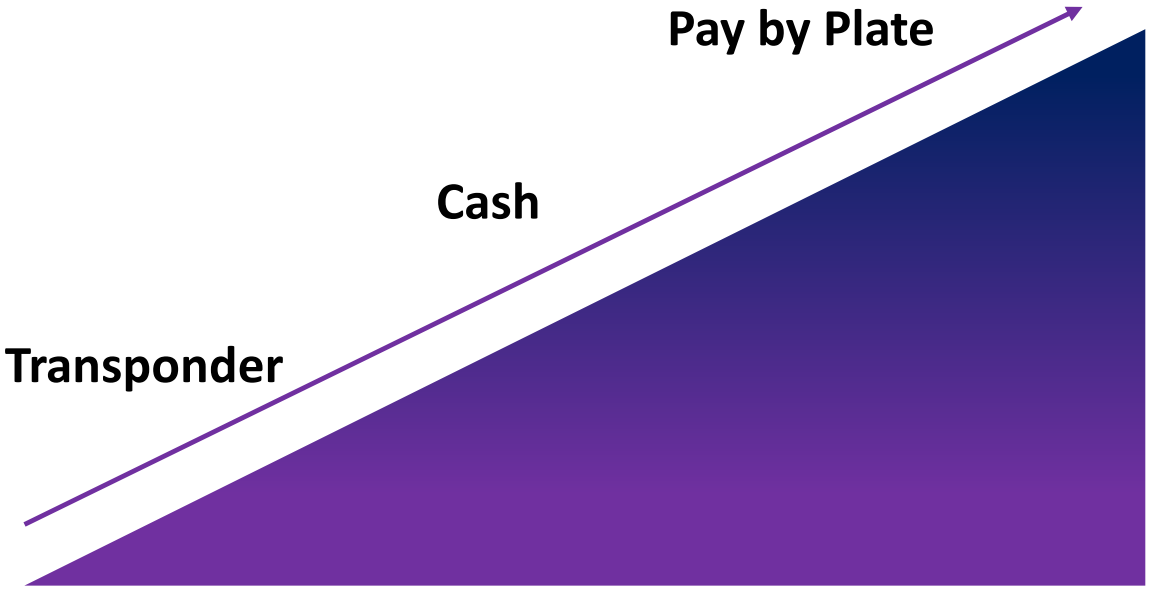
Pay By Plate Transactions are Increasing



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Study Shows Cost to Collect is Higher





CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Other Agencies

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Proposing a CFX Pay by Plate Rate effective July 1, 2020

TOLL SCHEDULE

E-PASS	CASH	*Proposed* PAY BY PLATE
Electronic Rate	Cash Rate	Electronic Rate x2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

E-PASS Sticker is FREE

- Immediate savings
- No account fees
- Exclusive toll discounts
- Use cash to replenish your account at our drive-up Reload Lanes
- Works on all toll roads in FL, GA, NC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Communications Strategy

- Pay by Plate billing insert
- Digital advertising
- Billboards
- Social media
- Email communications
- Website
- Direct Mail
- Media

GOAL: Increase conversion of Pay by Plate customers to E-PASS prepaid account customers

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Approval of a Pay By Plate toll rate.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

F. 3.

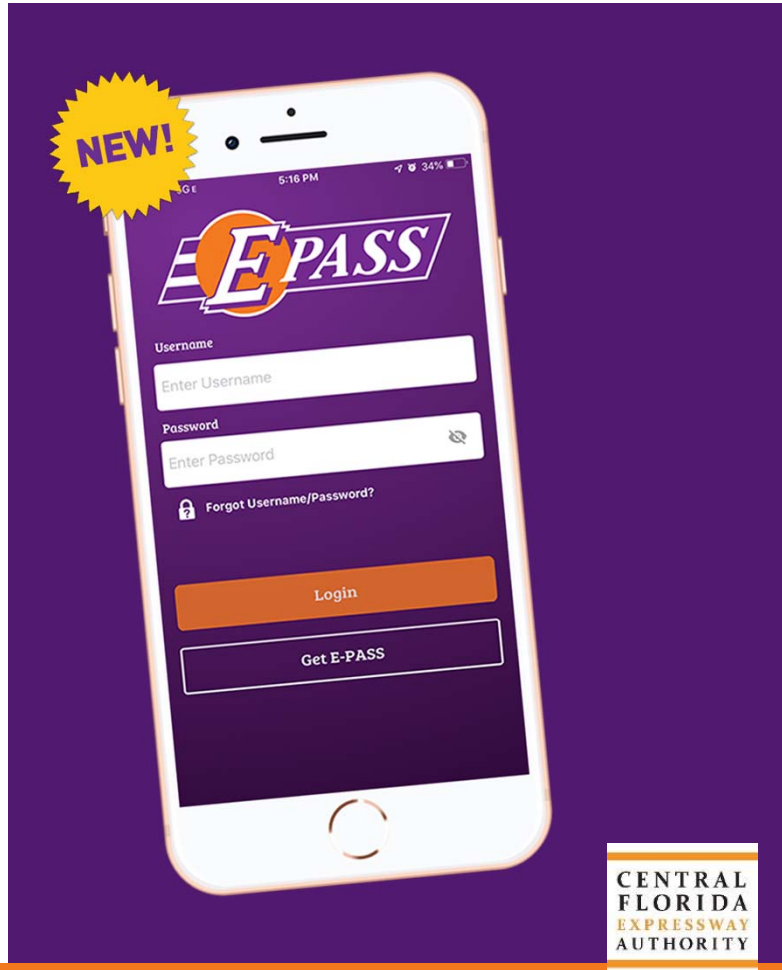
Pay By Plate App

Jim Greer, *Chief of Technology/Operations*
Steven Dyson, *Manager of Application Development*

— October 10, 2019 —

E-PASS App Launched

- Mobile app released July 2019
- Approximately 14,000 total users (both platforms)
- 4.3 stars Android
- 5 stars Apple



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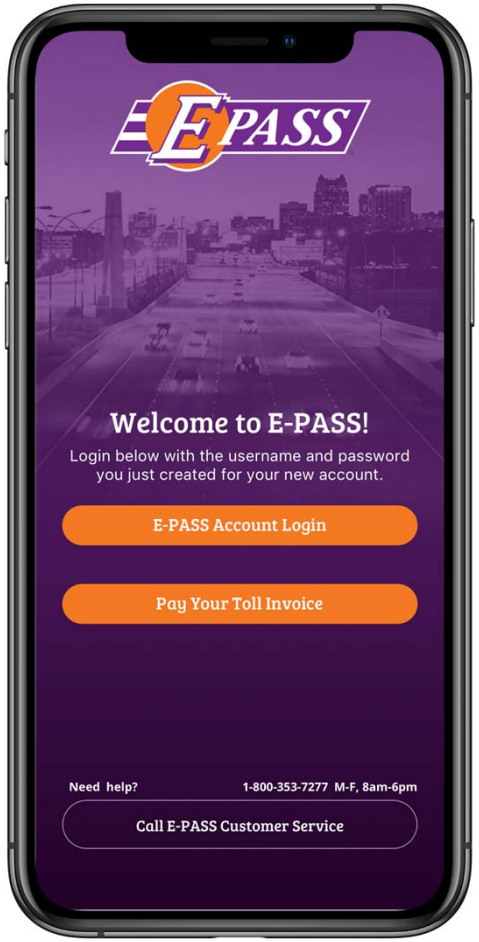
App designed to evolve with customer needs

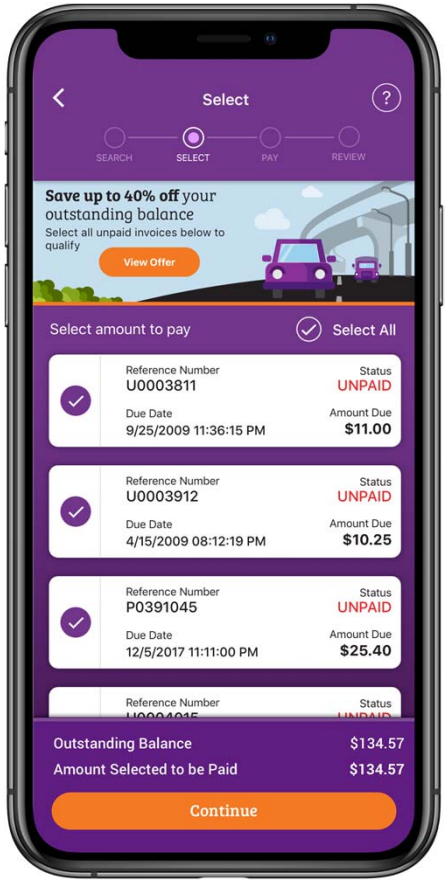


- First major feature release will be the Pay By Plate extension
- Pay By Plate customers will be able to pay toll invoices directly from their smartphone

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

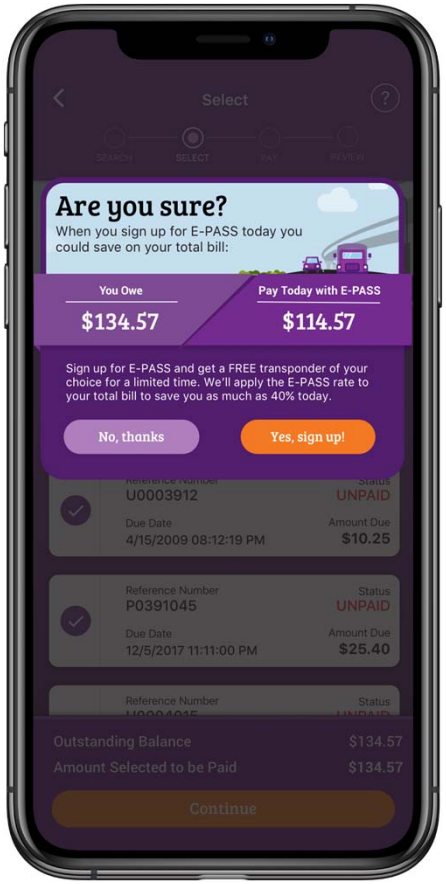
Pay By Plate app

- Key app features include:
  - Single look-up to view all invoices associated with a license plate
  - Select any or all unpaid invoices for payment
  - Choose to pay with credit card, Apple Pay, Google Pay
  - Push notifications
  - Receive detailed summary of transactions



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

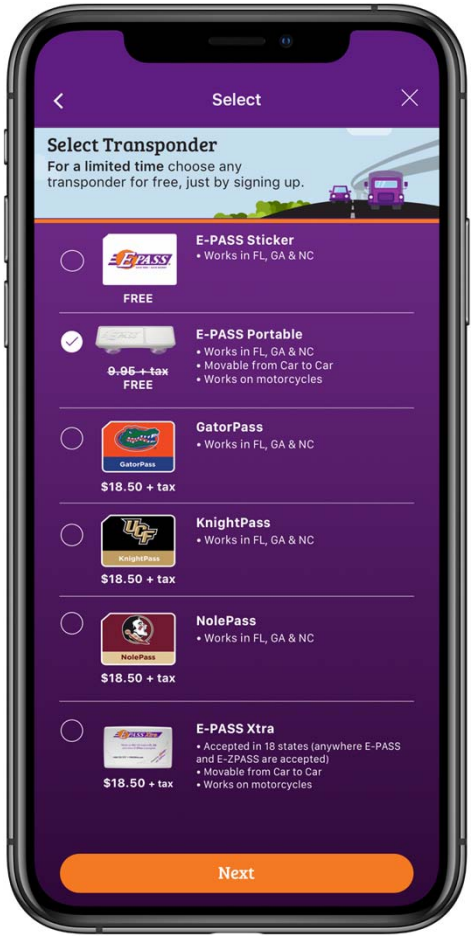
Limited time special offer to convert to E-PASS



- Pay By Plate customers who download the app will be eligible to **save up to 40%** off their total outstanding balance by signing up for E-PASS
- If a customer bypasses the offer, they will receive one additional prompt before proceeding with their transaction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Free transponder for a limited time



- Customers who take advantage of the offer will:
  - Receive a **free E-PASS Sticker or Portable**
  - Seamlessly sign up for an E-PASS account without leaving the app

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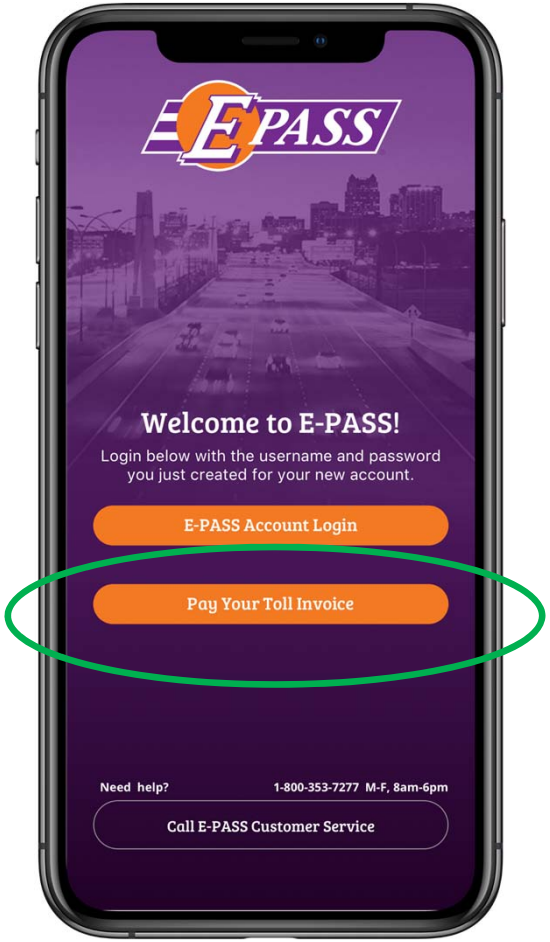
Go Live

Spring 2020



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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