

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 14, 2019
9:00 a.m.**

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to 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 OCTOBER 10, 2019 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **SR 414 DIRECT CONNECT - PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY** – *Will Hawthorne, Director of Engineering (info. item)*
2. **OSCEOLA / BREVARD COUNTY CONNECTOR – CONCEPT, FEASIBILITY AND MOBILITY STUDY** – *Will Hawthorne, Director of Engineering (info. item)*
3. **FY 2019 FINANCIAL STATEMENTS** – *Michael Carlisle, Director of Accounting and Dan J. O'Keefe, Moore Stephens Lovelace, P.A. (action item)*

(CONTINUED ON PAGE 2)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF
BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 10, 2019**

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

Board Members Present:

Jay Madara, Gubernatorial Appointment (Chairman)
Commissioner Brenda Carey, Seminole County (Vice Chairman)
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
Commissioner Betsy VanderLey, Orange County
Commissioner Curt Smith, Brevard County

Board Members Appearing by Phone:

S. Michael Scheeringa, Gubernatorial Appointment

Staff Present at Dais:

Laura Kelley, Executive Director
Diego "Woody" Rodriguez, General Counsel
Mimi Lamaute, Recording Secretary

Non-Voting Advisor Present:

Nicola Liquori, Executive Director, 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

- Chairman Madara read Congressman Darren Soto's September 24, 2019 letter into the record, attached as "**Exhibit A.**"
- Atlee Mercer – Osceola County, commented on the Poinciana Parkway Extension

C. APPROVAL OF MINUTES

1. August 8, 2019 Meeting Minutes
A motion was made by Commissioner VanderLey and seconded by Mayor Demings to approve the August 8, 2019 Board Meeting Minutes as presented. The motion carried unanimously with nine (9) members present voting AYE by voice vote. One (1) member, Mr. Scheeringa voting AYE by phone.
2. September 12, 2019 Meeting Minutes
A motion was made by Mayor Demings and seconded by Commissioner Campione to approve the September 12, 2019 Board Meeting Minutes as presented. The motion carried unanimously with nine (9) members present voting AYE by voice vote. One (1) member, Mr. Scheeringa voting AYE by phone.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

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)

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

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve the Consent Agenda except for item #8. The motion carried unanimously with nine (9) members present voting AYE by voice vote. One (1) member, Mr. Scheeringa voting AYE by phone.

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve Consent Agenda Item #8. The motion carried unanimously with eight (8) members present voting AYE by voice vote. Commissioner VanderLey abstained from voting. One (1) member, Mr. Scheeringa voting AYE by phone.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Madara introduced Florida Highway Patrol, Master Sergeant Spencer Ross.
 - Sergeant Spencer Ross recognized Trooper Kenny Williams who is retiring from the Florida Highway Patrol after 32 years of service. Trooper Williams is the last of the original eight-member troop that patrolled what was then an 89-mile expressway system, 19 years ago.

2. TREASURER'S REPORT

Mayor Dyer reported that total revenues for August were \$42,369,083, which is 3.0% over projection and 7.2% over prior year.

Total Operations, Maintenance and Administration expenses were \$8.2 million year-to-date, which is 6.0% under budget.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley expanded on the following:

- Provided an update on the Virgin Trains Project; and
- Announced that tickets are on sale for CFX's 4th Annual Chili Cook-off being held at CFX Headquarters on November 1st.

F. REGULAR AGENDA ITEMS

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

Chief of Infrastructure Glenn Pressimone introduced Will Sloup with Metric Engineering. Mr. Pressimone described the following concerning the Lake / Orange County Project proposed PD&E:

- Alternatives analysis;
- Proposed typical section;
- Preferred alternative;
- Estimated project cost;
- Public involvement summary; and
- Viability of preferred alternative.

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

A motion was made by Mayor Demings and seconded by Commissioner VanderLey to approve the Lake / Orange County Connector PD&E Study, the Preferred Alternative and to proceed into project production phases. The motion carried unanimously with nine (9) members present voting AYE by voice vote. One (1) member, Mr. Scheeringa voting AYE by phone.

2. **APPROVAL OF POINCIANA PARKWAY EXTENSION PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY**

Chief of Infrastructure Glenn Pressimone introduced Clif Tate with Kimley-Horn & Associates. Mr. Pressimone described the following concerning Poinciana Parkway Extension proposed PD&E:

- Study alternatives;
- Proposed typical section;
- Preferred alternative;
- Estimated project cost;
- Public involvement; and
- Viability of preferred alternative.

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

A motion was made by Commissioner Hawkins and seconded by Mayor Demings to approve the Poinciana Parkway Extension PD&E Study, the Preferred Alternative and to proceed into project production phases. The motion carried unanimously with nine (9) members present voting AYE by voice vote. One (1) member, Mr. Scheeringa voting AYE by phone.

G. PUBLIC HEARING

Chairman Madara called the Public Hearing to Order at approximately 9:37 a.m.

1. PAY BY PLATE RATE

Chief Financial Officer Lisa Lumbard and Chief of Staff Michelle Maikisch are requesting approval of a Pay by Plate rate.

Ms. Lumbard presented ways CFX collects tolls, the increase in Pay by Plate transactions, the study that shows that the cost to collect Pay by Plate transactions is higher than cost to collect electronic and cash transactions, other agencies that have a Pay by Plate program and the proposed Pay by Plate rate to be the electronic rate x2. The effective date would be July 1, 2020.

Ms. Maikisch explained the communications strategy that will be used to communicate the new rate to the customer.

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

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

3. **PUBLIC COMMENT**

There was no public comment.

4. **BOARD ACTION**

A motion was made by Commissioner Carey and seconded by Ms. Herr to approve a Pay By Plate toll rate. The motion carried unanimously with nine (9) members present voting AYE by voice vote. One (1) member, Mr. Scheeringa voting AYE by phone.

5. **CLOSE PUBLIC HEARING**

Chairman Madara adjourned the Public Hearing portion of the meeting at approximately 9:48 a.m.

F. REGULAR AGENDA ITEMS CONTINUED

3. **PAY BY PLATE PHONE APP**

Chief of Technology and Operations Jim Greer and Manager of Software Development Steve Dyson detailed the E-PASS phone app launched in July 2019. New features were introduced where Pay by Plate customers will be able to use the app to pay toll invoices directly from their smartphone. The release of the upgraded app is anticipated in Spring of 2020.

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

G. BOARD MEMBER COMMENT

The following board member commented:

- Commissioner VanderLey

H. ADJOURNMENT

Chairman Madara adjourned the meeting at 9:52 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

Congress of the United States
House of Representatives
Washington, DC 20515-0909

MAIN DISTRICT OFFICE
804 BRYAN STREET, KISSIMMEE, FL 34741
T: (407) 452-1171 | F: (202) 225-9742

September 24, 2019

Chairman Jay Madara
Central Florida Expressway Authority
4974 Orl Tower Road
Orlando, FL 32807

Dear Chairman Madara:

I would like to commend the Central Florida Expressway Authority (CFX) for your dedication to providing transportation opportunities to the people of Poinciana. I appreciate your commitment to widening the Poinciana Parkway and your efforts to connect this important road to Interstate 4.

Linking Poinciana Parkway to Interstate 4 is a critical quality of life issue for this community. According to Sperling's Best Places, the average one-way commute in Poinciana takes approximately 43 minutes, while the average U.S. commute is approximately 26 minutes.¹

Until the opening of the Poinciana Parkway in 2016, Poinciana residents had just two roadways to get into and out of their community. Even with the fairly recent addition of the Poinciana Parkway, a two-lane limited access roadway, aggressive growth creates clogged roadways in this part of Osceola County.

I want to assure the CFX Authority that you have my wholehearted support. As Interstate 4 is a federal highway, Congress has a responsibility to assist CFX in your work to link Poinciana Parkway to Interstate 4. Please do not hesitate to let me know how I can be of service in this endeavor and other efforts to improve infrastructure in Central Florida.

Sincerely,



Darren Soto
Member of Congress

¹ <https://www.bestplaces.net/transportation/city/florida/poinciana>

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

LAST NAME—FIRST NAME—MIDDLE NAME VanderLey, Betsy Kay		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Central Florida Expressway Authority	
MAILING ADDRESS 4974 ORL Tower Road, Orlando, Florida 32807		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Orlando	COUNTY Orange	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED October 10, 2019		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

* * * * *

ELECTED OFFICERS:

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

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

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

* * * * *

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Betsy VanderLey, hereby disclose that on October 10, 20 19 :

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

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

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

Item 8 on the Consent Agenda for the Central Florida Expressway Authority agenda for October 10, 2019 is for the 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. As the manager of a Limited Liability Corporation which provides business development services to DRMP, Inc., I must abstain from the vote as a conflict of interest pursuant to Section 112.313, Florida Statutes.

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

October 10, 2019
Date Filed


Signature

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

D.

Consent Agenda

CONSENT AGENDA
November 14, 2019

ADMINISTRATIVE SERVICES

1. Approval of Amendment to Rules of Procedure for Board Meetings

CONSTRUCTION

2. Approval of Construction Contract Modifications on the following projects:
 - a. Project 408-746 Masci General Contractor, Inc. (\$ 302,317.96)
 - b. Project 408-128 The Lane Construction Corp. \$ 33,054.15
 - c. Project 417-134 Hubbard Construction Co. \$ 71,834.36
 - d. Project 528-749 Preferred Materials, Inc. \$ 0
 - e. Project 528-750 Preferred Materials, Inc. \$ 0
 - f. Project 599-547 United Signs & Signals, Inc. (\$ 112,384.80)
 - g. Project 253G SEMA Construction Inc. \$ 33,996.79
3. Approval of Second Contract Renewal with Greenman-Pedersen, Inc. for Surface Preparation and Painting Consultant Services, Contract No. 001172 (Agreement Value: \$150,000.00)
4. Approval of Second Contract Renewal with John Brown & Sons, Inc. for Miscellaneous Clearing and Grubbing, Contract No. 001392 (Agreement Value: \$0.00)
5. Agreement with Florida's Turnpike Enterprise for Advanced Construction of SR 417 Widening within Turnpike Right of Way (Agreement Value: not-to-exceed \$5,000,000.00)

ENGINEERING

6. Approval of First Contract Renewal with CH2M Hill, Inc. for I-4/SR 408 Interchange Corridor Consultant Services, Contract No. 001055 (Agreement Value: \$0.00)
7. Approval of Supplemental Agreement No. 2 with Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145 (Agreement Value: \$6,750,000.00)
8. Approval of First Contract Renewal with WBQ Design & Engineering, Inc. for Miscellaneous Design Consultant Services, Contract No. 0001207 (Agreement Value: \$830,000.00)
9. Approval of Supplemental Agreement No. 1 with Protean Design Group, Inc. for Miscellaneous Design Consultant Services, Contract No. 001208 (Agreement Value: \$200,000.00)
10. Approval of RS&H, Inc. as a Subconsultant for the Design Consultant Services for SR 429 Widening from Florida's Turnpike to West Road Contract with Parsons Transportation Group, Inc., Project 429-152, Contract No. 001395

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

11. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 528 Widening from Narcoossee Road to SR 417, Project 528-160, Contract No. 001589
12. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for the Project Development and Environmental Study of the SR 414 Direct Connect Project, Project 414-227, Contract No. 001590
13. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for a Concept, Feasibility and Mobility Study for the Proposed Osceola / Brevard County Connector Project, Project 599-229, Contract No. 001595

FINANCE

14. Approval of First Contract Renewal with Moore Stephens Lovelace, P.A. for External Auditing Services, Contract No. 001241 (Agreement Value: \$80,700.00)

LEGAL

15. Approval of the Second Amendment to the Memorandum of Understanding and Space/Use Agreement with the Greater Orlando Aviation Authority for the Rental Car Visitor Toll Pass Program, Contract No. 001475
16. Approval of a Right of Way Transfer and Continuing Maintenance Agreement with the City of Apopka, Projects 429-201 and 429-202, Contract No. 001619
17. Approval of Resolution Declaring CFX's Interest in Parcel 106 Part B as Surplus Property and Resolution Authorizing the Sale of Parcel 106 Part B to the City of Apopka, Projects 429-201 and 429-202, Parcel 106 Part B, Contract No. 001622 (Agreement Value: \$299,000.00)
18. Approval of Resolution Declaring CFX's Interest in the Southfork Drive Parcel as Surplus Property and Resolution Authorizing the Sale of CFX's Interest in Southfork Drive to the City of Apopka, Projects 429-201 and 429-202, Contract No. 001621 (Agreement Value: \$41,600.00)
19. Approval of Resolution Declaring Parcel 291 (Partial) as Surplus Property and Resolution Authorizing a Ground License on Surplus Property with the City of Apopka for a Public Safety Communications Tower, Project 429-205, Parcel 291 (Partial), Contract No. 001620

MAINTENANCE

20. Approval of Contract Award to Groundtek of Central Florida, Inc. for SR 429 Northbound on Ramp at CR 535 Landscape Improvements, Project 429-654E, Contract No. 001601 (Agreement Value: \$189,963.00)

TECHNOLOGY/TOLL OPERATIONS

21. Approval of RoadSafe Traffic Systems, Inc. as a Subcontractor for the Toll System Upgrade Project Contract with TransCore, LP, Contract No. 001021

22. Approval of Global Agility Solutions as a Subcontractor for the Image Processing Solution Contract with Kyra Solutions, Inc., Contract No. 001609
23. Authorization to Execute an Agreement with Cygilant, Inc. for Security Monitoring Services, Contract No. 001626 (Agreement Value: \$76,668.00)
24. Authorization to Execute Cooperative Purchase Agreement with ISF, Inc. for Management Consulting Services, Contract No. 001627 (Agreement Value: \$390,000.00)
25. Approval of Purchase Order to Amtech for Encompass 6 AVI Readers (E6 Readers) (Agreement Value: \$80,400.00)
26. Approval of Amendments to CFX Security Policy

The following item is for information only:

- A. The following is a list of advertisement(s) from October 10, 2019 through November 1, 2019:
 - 1) Toll Operations Printing and Mailing Services
 - 2) SR 528/SR 436 Interchange Improvements (Project of Critical Concern) – Construction
 - 3) Development of the Intelligent Transportation Systems Master Plan – Design
 - 4) SR 408 Tampa Avenue Interchange – Design
- 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) Southport Connector PD&E Study – PD&E
- 2) SR 429 Stoneybrook West Parkway Half Interchange – Construction
- 3) SR 408 Exit Ramp to Mills Ave. Improvements – Construction
- 4) Poinciana Parkway Segments 1 & 2 – Design
- 5) Systemwide Coatings – CEI
- 6) SR 429 Widening from Florida's Turnpike to West Road - CEI
- 7) SR 417 Widening from Narcoossee Road to SR 528 - CEI
- 8) Disclosure Counsel
- 9) Advocacy Services

**CONSENT AGENDA ITEM
#1**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Laura Kelley, Executive Director 

DATE: November 7, 2019

SUBJECT: Approval of Amendment to the CFX Rules of Procedure for Board Meetings

Board approval of the amendment to CFX's Rules of Procedure for Board Meetings is requested.

The following language has been added to Section 1.1.005 Officers – Term of Officers: If a regular meeting is not scheduled for January, officer nominations and elections shall take place in December or at the next regularly scheduled Board meeting.

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING RULES OF PROCEDURE FOR BOARD MEETINGS

WHEREAS, Florida Statutes Chapter 348 Part III Section 348.753 creates the governing Board of the Central Florida Expressway Authority (“CFX”) and sets forth the powers, duties and obligations of such Board; and

WHEREAS, the governing Board of the CFX previously adopted its Rules of Procedure to establish the operating procedures for the conduct of its meetings and election of officers.

WHEREAS, the Board desires to amend and supplement its procedure for Section 1-1.005 Officers – Term of Officers.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. AMENDMENT TO SECTION 1-1.005 OFFICERS – TERM OF OFFICERS. Section 1-1.005 of the Rules of Procedure for Board Meetings is hereby amended as follows:

1-1.005 Officers – Term of Officers. Officers for the position of Chairman, Vice-Chairman, and Treasurer shall be elected by nomination and majority vote annually at the regular meeting held in January. If a regular meeting is not scheduled for January, officer nominations and elections shall take place in December or at the next regularly scheduled Board meeting.

Section 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this 14th day of November, 2019.

Jay Madara
CFX Board Chairman

ATTEST: _____
Mimi Lamaute
Executive Assistant

Approved as to form and legality

Diego “Woody” Rodriguez
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RULES OF PROCEDURE FOR BOARD MEETINGS

Part I - General

1-1.001 **Organization.** Pursuant to Section 348.754(2)(m), Florida Statutes, these Rules of Procedure are approved by the governing Board of the Central Florida Expressway Authority (the “Board”) and shall govern all proceedings of the Board except to the extent they may be inconsistent with Florida law in which case Florida law shall govern.

1-1.002 **Purpose.** The purpose of these Rules is to provide for the smooth and orderly functioning of the business of the Board of the Central Florida Expressway Authority and to facilitate an open exchange of ideas among Board members and between Board members and the public. Board members shall at all times observe and comply with the provisions of Florida’s Government in the Sunshine Law, s. 286.011 Florida Statutes.

These rules shall not grant additional grounds or standing to challenge an action of the Board or Authority other than those grounds already existing in constitutional, statutory or case law.

1-1.003 **Definitions.**

1. Authority shall mean the Central Florida Expressway Authority or “CFX” as created by Florida Statutes Chapter 348 Part III, Sections 348.751 et. seq.

The Authority is legally classified as an independent special district under Chapter 189, F.S., and is listed as such by the Department of Economic Opportunity. Although the Authority is designated as an “agency of the State” in its Enabling Act, it is not an executive branch agency. Instead it is designated as an “agency of the State” because it shares certain powers conferred by law on other state governmental bodies.

2. Board shall mean the governing body of the Authority, consisting of ten (10) members in accordance with Section 348.753(3), Florida Statutes 2017.

3. Chairman shall mean the member of the Board elected by the Board to serve as Chairman. The Chairman shall be the presiding officer at all meetings of the Authority except that in the Chairman's absence, the Vice Chairman shall preside. The Chairman shall have all rights and privileges while he/she is presiding (e.g. the right to make motions, second motions, speak and vote), without relinquishing the chair.
4. Vice-Chairman shall mean the member of the Board elected by the Board to serve as Vice-Chairman. The Vice-Chairman shall preside at all meetings when the Chairman is not present or unable to serve.
5. The Treasurer shall mean the member of the board elected by the Board to serve as Treasurer. The Treasurer shall give a report each meeting as to the expenditures of the Authority.
6. The Executive Director of Florida Turnpike Enterprise is a non-voting advisor to the Board.
7. Executive Assistant shall be an employee of the Authority to assist in the preparation and execution of documents and records.

1-1.004 **Membership & Terms of Office.** Membership and terms on the Board shall be as prescribed by Section 348.753(3) Florida Statutes.

Should the Chairman resign from Board services, become incapacitated or otherwise have his or her term expire; and the seat filled by another; the Vice-Chairman will assume the position of Chairman until a special election for Chairman is held at the first meeting following the expiration of the Chairman's term. If the Vice-Chairman, or Treasurer is elected Chairman, then an election shall be held for that position's successor.

The elected successor(s) will fill the unexpired portion of the term and be eligible for reappointment to a full term at the discretion of the Board at the regular elections in January.

1-1.005 **Officers – Term of Officers.** Officers for the position of Chairman, Vice-Chairman and Treasurer shall be elected by nomination and majority vote annually at the regular meeting held in January. If a regular meeting is not scheduled for January, officer nominations and elections shall take place in December or at the next regularly scheduled Board meeting.

1-1.006 **Meetings.**

1. Regular Meetings

The Board shall meet once each month, on the second Thursday of the month at 9:00 a.m. so long as there is business to conduct. All regular meetings shall be held at the Authority's offices at 4974 ORL Tower Road, Orlando, Florida 32807. The date, time and place of meetings may be changed by the Board from time to time provided the notice requirements set forth below have been satisfied.

2. Special and Emergency Meetings

Special and Emergency Meetings may be called by (1) the Chairman at his/her discretion or (2) in the absence or incapacity of the Chairman by the Vice Chairman or (3) by any six (6) or more Board members during a Board meeting or (4) at the discretion of the Executive Director upon a request from a Board member.

1-1.007

Notice.

1. Notice Required for Regular and Special Meetings or Hearings

A. Written notice of regular and special meetings or hearings shall be electronically mailed to each Board member at least seven (7) days prior to the meeting date. A copy of such notice shall be prominently displayed in the Authority offices and shall also be given by the Authority to the appropriate persons at Orange County, Lake County, Osceola County, Seminole County, Brevard County and at the City of Orlando to be displayed in a prominent place in the various County Administration Buildings and at Orlando City Hall at least seven (7) days prior to the meeting. In addition, notices shall be electronically mailed to all persons who, at least fourteen (14) days prior to such mailing, have requested advance notice of Authority proceedings.

B. In addition, pursuant to Section 189.015, Florida Statutes, the Authority shall publish a schedule of its regular meetings which shall be filed in January of each year with Orange, Lake, Osceola, Seminole, Brevard Counties and the City of Orlando. The schedule shall be published annually in January in a newspaper of general paid circulation in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall appear in a newspaper that is published at least five (5) days a week and be one of general interest and readership in the community and not one of limited subject matter.

2. Form of Notice for Regular and Special Meetings or Hearings

The notice for regular and special meetings or hearings shall state:

(1) The date, time and place of the meeting.

(2) A brief description of the purpose of the meeting and the business to be transacted.

3. Notice for Emergency Meetings or Emergency Hearings

By their very nature, Emergency Meetings and Emergency Hearings may preclude advance notice. However, reasonable efforts (electronic mail, telephone, fax and hand delivery) shall be made to notify all Board members in advance of the Emergency Meeting or Emergency Hearing. Reasonable efforts shall also be made prior to Emergency Meeting to provide notice by issuing press releases and to give notice to persons who have requested advance notice of Authority meetings by electronic mail. The notice requirements in 1-1.007(1) and (2) above shall not apply to Emergency Meetings or Emergency Hearings. If practicable, notices shall be posted at Authority offices, the Orange, Lake, Osceola, Seminole, and Brevard County Administration Buildings and Orlando City Hall. Following an Emergency Meeting or Emergency Hearing the Authority shall forward to all persons entitled to receive notice of regular, annual and special meetings a notice of the date, time and place of the Emergency Meeting or Emergency Hearing, a statement explaining why it was held and the action taken. All actions taken at an Emergency Meeting or Emergency Hearing are void unless ratified by the Board at the next regular meeting.

1-1.008

Agendas for Regular and Special Meetings or Hearings.

1. Advance Preparation Required

An agenda for each regular and special meeting or hearing shall be prepared by the Authority sufficiently in advance of the meeting or hearing to ensure that an electronic copy of the agenda may be received seven (7) days before the meeting by all Board members and any person who has requested a copy and pays the reasonable cost thereof, if any.

2. Agenda Items

A. The Executive Director shall be responsible for preparing the agenda. Any Board member with an item to be placed on an agenda shall provide the item in writing, together with any backup information, to the Executive Director no later than 12:00 Noon on the eighth calendar day preceding the Board meeting. Such items shall be placed on the next upcoming meeting agenda unless the

Board member agrees to a postponement or to withdraw the item. The Executive Director shall provide the Board members a reminder via electronic mail of the deadline date for the agenda items.

- B. The Executive Director or any Board member may add an item to an agenda that has been made available to Board members and the public no later than noon on the third business day prior to the meeting date. The Executive Director shall provide an amended agenda electronically to the Board members and all persons who, at least fourteen (14) days prior to such mailing, have requested advance notice of Authority proceeding by close of business on that same day.

3. Form of Agenda

The agenda shall list the items to be resolved at the meeting, in the order in which they are to be considered. For good cause stated, items may be taken out of order with the approval of the Chairman or presiding officer. The form of agenda shall be substantially as follows, subject to change from time to time by the Board:

DATE, TIME AND PLACE OF MEETING LOCATION

- (1) Call to order
- (2) Public Comment
- (3) Review and approval of Minutes of Preceding Meeting
- (4) Approval of Consent Agenda
- (5) Chairman's Report
- (6) Treasurer's Report
- (7) Executive Director's Report
- (8) Regular Agenda: Separate Motion
- (9) Board member Comment

Notice that the meeting is open to the public and that any person who decides to appeal any decision made at the meeting will need a record of the proceedings and that for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes

testimony and evidence upon which the appeal is to be based per Florida Statutes 286.0105.

1-1.009 **Authority Board Meeting Minutes.**

The Executive Assistant of the Authority shall keep the official minutes of the Authority, transcribe them into writing and have them approved at the next subsequent meeting. The minutes shall indicate who made each motion and how each Board member voted.

The minutes of each meeting of the Authority, when approved, shall be the original and controlling record of the meeting. Before being submitted for approval, staff shall provide the Board members a draft copy in advance of the next scheduled meeting.

1-1.010 **Quorum and Voting.**

A quorum at any meeting shall require the physical presence of at least six Board members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least six members casting an affirmative vote) shall be necessary for any action taken by the Authority. Due to scheduling conflicts or illness a Board member may appear by telephone and vote on Authority matters 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.

A. Voice Votes; Roll Call Votes. Except as provided otherwise in this Section, all votes shall be taken by an “aye” or “no” vote (voice vote) unless it is determined by the Chairman or a Board member that a roll call vote would be in order.

1. A Roll call vote shall be taken by alphabetical order, with the Chairman voting last.

2. When a roll call vote is called, after the Chairman has made clear the motion, the Executive Assistant shall be directed to call the roll; no member shall be entitled to speak on the motion, nor shall any motion be in order until such roll call is completed and the result announced by the Chairman.

B. Proper Voting. All voice votes shall be taken requesting those in favor to say “aye” and those opposed to say “no.” A vote requesting those in favor to say “aye” and those opposed “like sign” (meaning “aye”) shall not be used.

C. Regardless of the number of Board members voting, an affirmative vote of six (6) members of the Board shall be required to pass any agenda item, F.S. 348.753(4)(a).

D. *Abstentions.* Neither the Chairman nor any other Board member who is present at any meeting of the Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling, or act, and a vote shall be recorded for each such Board member present, except when, with respect to any such member, there is or appears to be a possible conflict of interest, in which case the Board member shall comply with Section 112.3143 of Florida Statutes or other applicable law.

1-1.011 Public Comment.

The right to be heard and the right to public input is hereby endorsed and adopted as follows: Any citizen has the right to appear before the Board on a non-agenda item or an agenda item for the presentation, adjustment or determination of an issue, matter or request within the Board's authority and jurisdiction, so far as the orderly conduct of public business permits. Matters shall be reasonably scheduled for the convenience of the general public, so that the public may know when a matter has been scheduled. Each speaker shall be limited to three minutes unless otherwise extended by the Chairman. The provisions of this subsection, however, shall not be construed to supersede, supplement, or modify any citizen participation process established in state law for public hearings before the Board, such as the procedures for quasi-judicial hearings. Nor shall the provisions of this subsection be used to avoid, supersede or modify the Authority's procurement rules, including, but not limited to, the "protest process" and the "black-out period."

The Authority's staff is directed to prepare the appropriate forms for a Public Comment Request by citizens which forms shall be made available both on the Authority's internet website and in the lobby area outside the Board's meeting room.

Speakers must be courteous and non-disruptive. If a person continues disruptive behavior after being asked to stop, the Chairman may take appropriate action.

1-1.012 Committees of the Board.

The Board may create standing committees for specific areas of the Authority. The policies, procedures and appointment method shall be approved by the Board when a standing committee is created.

Part II - Motions

1-1.013 Motions To Be Stated by the Chairman.

No motion or resolution shall be adopted until the motion or resolution, in substance, is stated by the Chairman.

1-1.014 Main Motion.

A main motion shall be a motion whose introduction brings business before the Board. A second is required.

1-1.015 Motion to Amend.

If a member feels that the main motion might be more acceptable in another way, other than the way presented, the member may amend in either of the two ways presented:

A. By consent of the members. The Chairman, or another member through the Chairman, may ask if certain changes may be made to the motion. If there are no objections from the members, the motion will stand as changed (amended). If there are no objections, the second shall remain. (“No objection” implies that the person seconding the motion agrees.) The main motion shall then be as it was changed (or amended by general consent). If there is an objection from any member, a second to the amendment shall be required and a vote taken. There may be discussion to the amendment at that time, and an affirmative vote of six members shall be required to pass the amendment.

B. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way (e.g., insert, add words or paragraph, strike out words or paragraph, or strike out and insert words or paragraphs). If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes by an affirmative vote of six members, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

1-1.016 Call the Question (Previous Question) or Motion to End Discussion/Debate.

A member of the Board may “call the question” (a motion to end debate) when it is clear that further discussion is unnecessary. A second is

required, and no discussion may be allowed on this motion. An affirmative vote of six members shall be required to pass this motion.

1-1.017 Motion to Reconsider.

If in the same meeting new information or changed situations make it appear that a different result might reflect the will of the Board, a member may move to reconsider the vote. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision, but simply propose that the motion be reopened for discussion and re-vote. The motion to reconsider may be made by any member of the prevailing side of the vote. A second shall be required, and there may be discussion as to the reasons for reconsidering. An affirmative vote of six members shall be required to pass this motion.

1-1.018 Motion to Rescind.

If a Board member wishes to annul an action taken at a previous meeting, the motion to rescind may be used, subject to the restrictions in this rule. A request to annul an action by a Board member is required to be noticed and placed on an agenda. The Board member making this request shall make a motion to rescind and a second is required. Discussion can go into the merits of the motion involved in rescinding. Once the previous action is rescinded by an affirmative vote of six members, the question of whether a further motion and vote is needed will depend on the circumstances.

1-1.019 Point of Order.

A member may call for a point of order if he/she believes that the Chairman has failed to notice a breach in the Rules. This point of order shall require the Chairman to make a ruling on the question involved. The General Counsel, or his/her designee in his/her absence, shall serve as parliamentarian and shall advise and assist the Chairman and the Board on matters of Board procedure.

1-1.020 Recess.

A recess may be taken as it appears on the agenda or at any time by the Chairman when he/she deems it advisable, or by a motion from a member. If the motion is made by a member, a second shall be required and an affirmative vote of six members is required.

Part III - Amendment, Review and Effective Date

1-1.021 **Robert's Rules.**

The rules contained in the 11th edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these Rules of Procedure for Board meetings, special rules of order the Board may adopt, and the laws of the State of Florida.

1-1.022 **Amendments and Revisions.**

These rules may be amended or revised by an affirmative vote of six (6) or more members of the Board at a regular or special meeting.

1-1.023 **Review.**

The Board shall institute a review of the rules at least every two years.

1-1.024 **Effective Date, Repeal and Codification.**

These Rules of Procedure shall be effective upon adoption, and shall be codified as Chapter 1-1 of the Authority's permanent rules.

**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

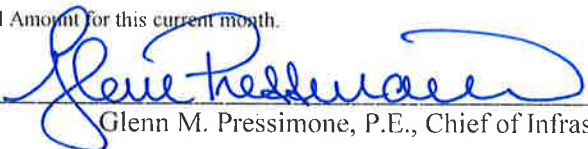
DATE: October 22, 2019

SUBJECT: Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) November 2019	Total Amount (\$) to Date*	Time Increase or Decrease
408-746	Masci General Contractor, Inc.	SR 408 Milling & Resurfacing, I-4 Ultimate Limits to Lake Underhill Bridge	\$ 4,229,613.73	\$ 517,699.87	\$ (302,317.96)	\$ 4,444,995.64	0
408-128	The Lane Construction Corp.	SR 408 from SR 417 to Alafaya Trail	\$ 76,299,999.00	\$ 2,552,296.48	\$ 33,054.15	\$ 78,885,349.63	0
417-134	Hubbard Construction Co.	SR 417 Widening, Econ to Seminole Co.	\$ 44,810,996.19	\$ (91,338.53)	\$ 71,834.36	\$ 44,791,492.02	28
528-749	Preferred Materials, Inc.	SR 528 Milling & Resurfacing, Innovation Way to Dallas Blvd.	\$ 7,826,000.00	\$ -	\$ -	\$ 7,826,000.00	45
528-750	Preferred Materials, Inc.	SR 528 Milling & Resurfacing, Dallas Blvd. to SR 520	\$ 7,829,000.00	\$ -	\$ -	\$ 7,829,000.00	31
599-547	United Signs & Signals, Inc.	Wekiva Parkway CCTV Deployment	\$ 1,118,178.09	\$ 38,570.02	\$ (112,384.80)	\$ 1,044,363.31	0
253G	SEMA Construction, Inc.	SR 408/SR 417 Interchange Improvements Phase II	\$ 63,700,000.00	\$ 3,051,301.34	\$ 33,996.79	\$ 66,785,298.13	12
TOTAL					\$	(275,817.46)	

* Includes Requested Amount for this current month.

Reviewed By: 

 Glenn M. Pressimone, P.E., Chief of Infrastructure

Project 408-746: SR 408 Milling & Resurfacing, I-4 Ultimate Limits to Lake Underhill Bridge
Masci General Contractor, Inc.
SA 408-746-1119-02

Bituminous Adjustments

The contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month bituminous price is greater than or less than 5% of bid/base bituminous price. In accordance with the contract specifications, the engineer has calculated the adjustments for the period from January 2019 to September 2019.

ADD THE FOLLOWING ITEM:

Bituminous Price Index Adjustments: January - September 2019 \$ (755.32)

Fuel Adjustments

The contract contains provisions for fuel price index adjustments. Adjustment are made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the contract specifications, the engineer has calculated the adjustments for the period from January 2019 to September 2019.

ADD THE FOLLOWING ITEM:

Fuel Price Index Adjustments: January - September 2019 \$ (5,658.86)

Composite Pay Factor (CPF) Adjustments

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

ADD THE FOLLOWING ITEM:

Composite Pay Factor (CPF) Adjustments \$ 1,348.65

Tack Spread Rate Adjustment

Compensation for utilizing additional tack material during paving operations based on updated specification requirements.

ADD THE FOLLOWING ITEM:

Tack Spread Rate Adjustment \$ 12,864.38

Adjustments to Final Quantities for Completed Contract Items

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

DECREASE THE FOLLOWING ITEMS:

MOT for Roadway Repair Contingency	\$ (93,500.00)
Milling Existing Asphalt Pavement, 3/4" Depth	\$ (11,286.30)
Milling Existing Asphalt Pavement, 1-1/2" Depth	\$ (319.60)
Superpave Asphaltic Concrete, Traffic Level C	\$ (11,007.90)
Roadway Repair, Emergency Base Repair Contingency	\$ (39,700.00)
Superpave Asphaltic Concrete, Traffic Level D, Overbuild	\$ (16,000.00)
Performance Turf, Sod	\$ (507.50)
Conduit, F&I, Open Trench	\$ (1,740.00)
Conduit, F&I, Directional Bore	\$ (5,120.00)
Pull & Splice Box, F&I, 13" X 24" Cover Size	\$ (1,725.00)
Sign Panel, F&I, 12 to 20 SF	\$ (677.00)
Sign Panel, Overlay, Overhead Mount, 12 to 20 SF	\$ (1,664.00)
Sign Panel, Remove, 12 to 20 SF	\$ (38.00)
Surface Mounted Delineator, Flat Flexible, Flexstake	\$ (976.00)
Thermoplastic Pavement Markings, Standard, White, Solid, 12" Crosswalks	\$ (54.60)
Thermoplastic Pavement Markings, Preformed, White, Solid, 24" Crosswalks	\$ (672.00)

Thermoplastic Pavement Markings, Preformed, Pavement Message/Symbol	\$ (2,052.00)
Thermoplastic Pavement Markings, Preformed, Pavement Arrow	\$ (420.00)
Removal of Existing Thermoplastic Pavement Markings	\$ (1,568.16)
Pavement Markings - Traffic Stripe, PPRT, White, Solid, 12"	\$ (3,486.38)
Pavement Markings - Traffic Stripe, PPRT, White, Solid, 18" Chevrons	\$ (5,702.40)
Pavement Markings - Traffic Stripe, PPRT, White, 3'-12' Skip, 12"	\$ (409.40)
Pavement Markings - Traffic Stripe, PPRT, Yellow, Solid, 6"	\$ (2,779.92)
Pavement Markings - Traffic Stripe, PPRT, Yellow, Solid, 18" Chevrons	\$ (374.40)
Pavement Markings - Traffic Stripe, PPRT, Black/White Contrast, Solid, 9"	\$ (9,048.00)
Pavement Markings - Traffic Stripe, PPRT, Black/White Contrast, 10'-30' Skip, 9"	\$ (2,223.60)
Allowance for Disputes Review Board	\$ (30,000.00)
Work Order Allowance	\$ (280,832.32)
	\$ (523,884.48)

INCREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary	\$ 19,127.50
Milling Existing Asphalt Pavement, 2-1/4" Depth	\$ 12,649.70
Superpave Asphaltic Concrete, Traffic Level D, PG 76-22	\$ 83,006.89
Asphaltic Concrete Friction Course FC-5, PG 76-22, Black Granite	\$ 62,190.78
Asphaltic Concrete Friction Course FC-12.5, Traffic C, PG 76-22, Black Granite	\$ 16,367.66
Sign Panel, Overlay, Bridge Mount, 12 to 20 SF	\$ 1,778.00
Retro-Reflective Pavement Markers	\$ 1,018.80
Thermoplastic Pavement Markings, Standard, White, Solid, 24" Stop Bars	\$ 218.40
Thermoplastic Pavement Markings, Standard, White, Pavement Arrows	\$ 204.00
Thermoplastic Pavement Markings, Standard-Other, White, Solid, 6"	\$ 2,452.03
Thermoplastic Pavement Markings, Standard-Other, Yellow, Solid, 6"	\$ 2,014.85
Pavement Markings - Traffic Stripe, PPRT, White, Solid, 8"	\$ 6,453.22
Pavement Markings - Traffic Stripe, PPRT, Black/White Contrast, 3'-3'-9' Skip, 12"	\$ 5,406.00
Removal of Existing PPRT Pavement Markings	\$ 879.84
	\$ 213,767.67

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (310,116.81)

TOTAL AMOUNT FOR PROJECT 408-746 \$ **(302,317.96)**

**Project 408-128: SR 408 from SR 417 to Alafaya Trail
The Lane Construction Corp.
SA 408-128-1119-09**

Clean and Coat Existing Structures

In order to provide a consistent aesthetic throughout the CFX system, the existing structures and shoulder barrier wall within the project limits will be cleaned and coated.

ADD THE FOLLOWING ITEMS:

Clean & Coat Existing Structures	\$ 67,201.69
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Paving Limits Adjustment at Project Interface between 408-128 and 253G

Projects 408-128 and 253G are active adjacent projects. Due to the ongoing construction activities and in consideration of the anticipated completion dates of each job, the paving limits on eastbound and westbound SR 408 are being slightly modified to accommodate the schedules and available work areas of both contractors.

INCREASE THE FOLLOWING ITEMS:

Preformed Tape, Pavement Messages	\$ 990.00
Preformed Tape, Arrows	\$ 1,950.00
Preformed Tape, Arrows, Special Emphasis	\$ 1,500.00
Preformed Tape, HP, White, Solid, 12"	\$ 2,085.00
Preformed Tape, HP, White, Skip, 12", 3/12	\$ 85.50
	<u>\$ 6,610.50</u>

DECREASE THE FOLLOWING ITEMS:

Milling Existing Asphalt Pavement, 3/4", Avg. Depth	\$ (12,232.35)
Asphaltic Concrete Friction Course, FC-5, PG 76-22, Black Granite	\$ (27,406.00)
Retro-Reflective Pavement Markers	\$ (207.00)
Preformed Tape, HP, White, Solid, 8"	\$ (331.50)
Preformed Tape, HP, White, Solid, 18"	\$ (616.00)
Preformed Tape, HP, Yellow, Solid, 6"	\$ (4,080.00)
Preformed Tape, HP, White, Solid, 9"	\$ (8,232.00)
Preformed Tape, HP, White/Black Contrast, Skip, 9", 10/30	\$ (3,060.00)
	<u>\$ (56,164.85)</u>

Subtotal: Paving Limits Adjustment at Project Interface between 408-128 and 253G	\$ (49,554.35)
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Rework Shoulder Eastbound SR 408

Approximately 400 feet of existing shoulder on eastbound SR 408 required clearing and additional work to adjust the grade of the area to ensure adequate drainage.

ADD THE FOLLOWING ITEM:

Rework Shoulder Eastbound SR 408	\$ 13,506.81
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INCREASE THE FOLLOWING ITEM:

Performance Turf Sod	\$ 1,900.00
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Subtotal: Rework Shoulder Sta. 1259 to 1263 Rt.	\$ 15,406.81
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<u>TOTAL AMOUNT FOR PROJECT 408-128</u>	<u>\$ 33,054.15</u>
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**Project 417-134: SR 417 Widening, Econ to Seminole Co.
Hubbard Construction Co.
SA 417-134-1119-04**

Plan Revision 4 - Lighting Modifications

The issuance of Plan Revision 4 required modification to the existing pay items and addition of new pay items.

ADD THE FOLLOWING ITEMS:

Lighting Conductors, F&I, #1/0 to 3/0	\$	70,810.74
Load Center, Distribution Blocks, Secondary Voltage	\$	462.04
	\$	<u>71,272.78</u>

INCREASE THE FOLLOWING ITEM:

Lighting Conductors, Remove & Dispose, Contractor Owns	\$	3,395.07
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DECREASE THE FOLLOWING ITEMS:

Lighting Conductors, F&I, #4 to 2	\$	(3,262.06)
Lighting Conductors, F&I, #1 to 0	\$	<u>(33,064.20)</u>
	\$	(36,326.26)

Subtotal: Plan Revision 4 - Lighting Modifications	\$	38,341.59
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Additional Work for OC-17 Sign Foundation

Subsurface conditions were encountered that resulted in additional work to construct the drilled shaft foundation for a guide sign on westbound University Boulevard.

ADD THE FOLLOWING ITEM:

Drilled Shaft Foundation, OC-17	\$	33,492.77
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Non-Compensable Time

Grant twenty-eight (28) non-compensable days of additional contract time as full and complete settlement for weather and lane closure restrictions impacting the progress of critical paving activities in June, July and August 2019 and Hurricane Dorian's impact to the project from August 28, 2019 to September 8, 2019.

Increase Contract Time 28 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 417-134 **\$ 71,834.36**

**Project 528-749: SR 528 Milling & Resurfacing, Innovation Way to Dallas Blvd.
Preferred Materials, Inc.
SA 528-749-1119-01**

Time Extension due to Weather Impacts

The contract provides for time extensions for impacts to critical work items on the project due to inclement weather. The project was impacted by weather in the months of June, July, August and September 2019, totaling 45 days.

Increase Contract Time 45 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 528-749

\$ -

**Project 528-750: SR 528 Milling & Resurfacing, Dallas Blvd. to SR 520
Preferred Materials, Inc.
SA 528-750-1119-01**

Time Extension due to Weather Impacts

The contract provides for time extensions for impacts to critical work items on the project due to inclement weather. The project was impacted by weather in the months of July, August and September 2019, totaling 31 days.

Increase Contract Time 31 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 528-750

\$ -

Project 599-547: Wekiva Parkway CCTV Deployment
United Signs & Signals, Inc.
SA 599-547-1119-02

Adjustments to Final Quantities for Completed Contract Items

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

INCREASE THE FOLLOWING ITEMS:

Fiber Optic Cable, 12 SM Fiber, F&I	\$	149.52
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$	840.17
Pull Box, F&I	\$	1,842.80
Fiber Optic Conduit, 2-2" HDPE SDR 11, Trench or Plow, F&I	\$	328.90
Fiber Optic Conduit, 2-2" HDPE SDR 11, Directional Bore	\$	14,464.80
Conduit, Underground, 2" SCH 40 PVC, F&I	\$	1,063.30
Conduit, Aboveground, 2" RGS, F&I	\$	582.00
Electrical Power Service Assembly, Adjust	\$	1,788.00
Electrical Service Disconnect, Pole Mounted, F&I	\$	10,470.02
Electrical Power Transformer, F&I	\$	897.46
Electrical Conductors, Insulated, #6 F&I	\$	2,271.36
Cut-To-Length Fiber Optic Jumper, F&I	\$	74.68
	\$	<u>34,773.01</u>

DECREASE THE FOLLOWING ITEMS:

Existing Fiber Optic Splice Enclosure Re-Entry	\$	(436.00)
Conduit 4" HDPE SDR 11 Outer Duct w/ 2-2" HDPE SDR 11, D-Bore, F&I	\$	(19,092.00)
Conduit, Underground, 6" BSP SCH 80, Whole, F&I	\$	(478.50)
Tubular Route Marker, Power	\$	(71.75)
Electrical Service Disconnect, Adjust	\$	(463.00)
Electrical Conductors, Insulated, #4, F&I	\$	(4,739.76)
Electrical Conductors, All Sizes, Remove	\$	(1,876.80)
Allowance for Disputes Review Board	\$	(10,000.00)
Work Order Allowance	\$	<u>(110,000.00)</u>
	\$	(147,157.81)

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (112,384.80)

TOTAL AMOUNT FOR PROJECT 599-547 \$ **(112,384.80)**

Project 253G: SR 408/SR 417 Interchange Improvements Phase II
SEMA Construction, Inc.
SA 253G-1119-06

Temporary Attenuator Repair on the Ramp from SR 417 NB to SR 408 WB

The Contractor was directed to install an attenuator and temporary barrier wall on the ramp from SR 417 northbound to SR 408 westbound. CFX agreed to reimburse the Contractor for the cost of any repairs to the impact attenuator at this location if it is damaged through no fault of the Contractor.

ADD THE FOLLOWING ITEM:

Temporary Attenuator Repairs	\$	23,454.47
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Lid Slab Concrete Mix (Cost Differential)

The Contractor was directed to provide an alternate lid slab concrete mix that contained smaller size aggregate. This change will reimburse the Contractor for the difference in material costs.

ADD THE FOLLOWING ITEM:

Lid Slab Concrete Mix (Cost Differential)	\$	10,542.32
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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 the 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

TOTAL AMOUNT FOR PROJECT 253G

\$ 33,996.79

**CONSENT AGENDA ITEM
#3**

— CENTRAL FLORIDA EXPRESSWAY AUTHORITY —

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2019

SUBJECT: Approval of Second Contract Renewal with Greenman-Pedersen, Inc.
for Surface Preparation and Painting Consultant Services
Contract No. 001172

Board approval is requested for the second renewal of the referenced contract with Greenman-Pedersen, Inc. in the amount of \$150,000.00 for a one year period beginning January 14, 2020 and ending January 13, 2021. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are surface preparation and painting consultant services.

Original Contract	\$ 750,000.00
First Renewal	\$ 300,000.00
Second Renewal	<u>\$ 150,000.00</u>
Total	\$1,200,000.00

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

Reviewed by: 
Ben Dreiling, PE
Director of Construction



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 2
CONTRACT NO. 001172**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of November 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Greenman-Pedersen, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated January 14, 2016, with a Notice to Proceed date of January 14, 2016, whereby CFX retained the Consultant to provide surface preparation and painting consultant services required by CFX.

WHEREAS, pursuant to Article 2.0 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 14th day of January, 2020 and ending the 13th day of January, 2021 at the cost of \$150,000.00, which amount restates 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.

GREENMAN-PEDERSEN, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 1
CONTRACT NO. 001172**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Greenman-Pedersen, Inc., herein after called the "Consultant."

WITNESSETH

18 NOV 13 AM 10:10

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated January 14, 2016, with a Notice to Proceed date of January 14, 2016, whereby CFX retained the Consultant to provide surface preparation and painting consultant services required by CFX.

WHEREAS, pursuant to Article 2.0 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 14th day of January, 2019 and ending the 13th day of January, 2020 at the cost of \$300,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending January 13, 2019, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending January 13, 2019.

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

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

GREENMAN-PEDERSEN, INC.

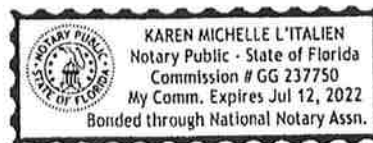
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *[Signature]*
Authorized Signature

BY: *[Signature]*
Director of Procurement

Title: Sr. Vice President

ATTEST: *[Signature]* (SEAL)
Secretary or Notary



If Individual, furnish two witness:

Witness (1) *[Signature]*
Witness (2) *[Signature]*

Legal Approval as to Form

[Signature]
General Counsel for CFX

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GREENMAN-PEDERSEN, INC.**

**SURFACE PREPARATION AND PAINTING
CONSULTANT**

CONTRACT NO. 001172

**CONTRACT DATE: JANUARY 14, 2016
CONTRACT AMOUNT: \$750,000.00**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SURFACE PREPARATION AND PAINTING CONSULTANT
CONTRACT NO. 001172**

This Contract is made this 14th day of January, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and GREEMAN-PEDERSEN, INC., hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, 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, 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 , in order to carry out the powers granted to it (by state law);" and,

WHEREAS, has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide surface preparation and painting consultant services; and,

WHEREAS, on or about April 23, 2013, the CONSULTANT entered into an agreement with the Florida Department of Transportation (FDOT) to provide the same services as required by CFX with an expiration date of April 26, 2018; and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for was not required because the CONSULTANT has an existing contract with FDOT (C9A63) for the same services to be provided hereunder and has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by FDOT; and,

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in its contract with FDOT, 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 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 .

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be three (3) years from the date established in the Notice to Proceed from CFX. There shall be two (2) renewal options of 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 three-year Contract Term.

Termination shall be according to the CONSULTANT's agreement with FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. Total compensation to the CONSULTANT during the initial three-year Contract term shall not exceed \$750,000.00.

Payment will be made to the CONSULTANT not more than once monthly. The CONSULTANT shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to CFX) to CFX's Director of Construction. The invoice shall include a breakdown of the work performed by the CONSULTANT to verify the hours being charged.

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 CONSULTANT's contract with FDOT. 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

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

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

7. PRESS RELEASES

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

8. 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.

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

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

10. 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 Contract.

11. SUBLETTING AND ASSIGNMENT

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

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 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 '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 CONSULTANT until it has been approved by Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

12. 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.

13. GOVERNING LAW

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

14. RELATIONSHIPS

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

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

15. 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:

15.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

15.2 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.

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT


CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the CFX Board of Directors at its meeting on January 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

GREENMAN-PEDERSEN, INC.

By: 
Vice President

Title

Attest:  (Seal)

Date: 1/21/2016

Approved as to form and execution, only.


General Counsel for CFX

FINANCIAL PROJECT NO. 410265-2-62-01

EXHIBIT "A"

SCOPE OF SERVICES
FOR ASBESTOS AND LEAD ABATEMENT CONTRACT
MIAMI DADE AND MONROE COUNTIES

PART # 1 – GENERAL ASBESTOS ABATEMENT
ASBESTOS SURVEY, OPERATION AND MANAGEMENT PLAN. ABATEMENT
SPECIFICATION AND SUPERVISION OF ASBESTOS CONSULTANT/
CONTRACTOR SERVICES.

1.0 GENERAL INFORMATION.

- 1.1 The Florida Department of Transportation (FDOT), District 6, hereafter known as the DEPARTMENT requires the experience of State of Florida Certified Asbestos Abatement Consultant, licensed pursuant to Title XXXII, Chapter 469, Sections 001 to 014, 2006 Florida Statutes (F.S.), hereafter known as CONSULTANT, to provide District-wide Asbestos Abatement Consultant/Contractor Services for the Florida Department of Transportation (FDOT).
- 1.2 The DEPARTMENT shall provide a "Project Manager" for administering the terms of the CONTRACT/AGREEMENT.

2.0 PURPOSE.

- 2.1 This Part #1 of Exhibit "A" Asbestos Abatement, Scope of Services along with the CONTRACT/ AGREEMENT describes and defines activities which may be required by the Florida Department of Transportation (FDOT) for the required services on an as-needed basis within the geographical boundaries of District Six area of responsibility.
- 2.2 The purpose of the CONTRACT/AGREEMENT is to retain the State of Florida Certified Asbestos Abatement Consultant/Contractor licensed pursuant to Title XXXIII, Chapter 469 of 2006 Florida Statutes (F.S.) to provide Asbestos Abatement Consultant/Contractor services. Asbestos surveys, and if necessary abatement are needed to the time of construction or demolition. For projects commissioned by the DEPARTMENT and/or Department's Project Manager (or his/her designee) the CONSULTANT, shall perform the following for facilities to be repair, rehabilitate or demolished by the DEPARTMENT.

- 2.3 Services under this CONTRACT/AGREEMENT for projects commissioned by the DEPARTMENT and/or Department's Project Manager (or his/her designee) the CONSULTANT shall perform the following for facilities to be repair, rehabilitate or demolished by the DEPARTMENT and shall include, but not limited to:**
- 2.3.1 Perform an Asbestos Survey.**
 - 2.3.2 Prepare Operation and Management Plan. (O&M) Plan.**
 - 2.3.3 Prepare Contract Documentation including Traffic Control Lane Closures Plan request.**
 - 2.3.4 Prepare Abatement Specifications.**
 - 2.3.5 Perform Re-inspections.**
 - 2.3.6 Asbestos Abatement and/or Repair, Rehabilitation or Demolition Supervision Operations.**
 - 2.3.7 Contract Administration and/or Supervision, including any permit requirements.**
 - 2.3.8 Final Clearance Activities and Documentation.**
 - 2.3.9 Responding to situations, including emergencies, that shall require Asbestos Removal activities to be performed prior to any repair, rehabilitation or demolition phase on a DEPARTMENT facility.**
- 2.4 Assist the DEPARTMENT in the development and administration of contract provisions associated with the structures (bridges) that are currently scheduled for been repair, rehabilitate or demolished by the DEPARTMENT. These provisions shall be geared toward compliance with NESHAP (National Emissions Standard for Hazardous Air Pollutants) requirements and therefore must be surveyed concerning the presence or absence of non-friable ACM (Asbestos Containing Material) documented.**
- 2.5 An Operation and Management (O&M) Plan and Asbestos Abatement Specification must also be developed by the CONSULTANT/CONTRACTOR if ACM (Asbestos Containing Material) is determined to be present. Abatement Specifications are to be of sufficient detail so as to be used as a Scope of Services for an Asbestos Abatement Contract.**
- 2.6 Contract coordination, preparation of asbestos abatement services for repair, rehabilitation or Demolition, field inspection & supervision, re-inspection and final clearance activities shall also be provided by the CONSULTANT. The purpose of asbestos abatement and related activities is to remove certain Asbestos Containing Materials (ACM) in the structures (bridges) acquired or to be acquired by the DEPARTMENT in Miami-Dade and Monroe Counties.**

A-2

- 2.7 The **CONSULTANT/CONTRACTOR** shall determine all dimensions, quantities and site conditions. Dimensions/ square footage, price and Estimate Cost are not exact and are cited only to provide the Propose with a reasonable approximation of the extent of work expected under the **CONTRACT/AGREEMENT**. No additional per unit cost will be considered by the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** with regards to variances in the dimensions or square footage.
- 2.7.1 Assist the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** in evaluating the Asbestos Contractors qualifications during the abatement contract selection process.
- 2.7.2 Develop an agenda and provide any necessary handouts and visual aids necessary to produce an effective pre-bid / pre-proposal presentation.
- 2.7.3 Coordinate with the **DEPARTMENT** the site inspections and conducted them in order to clarify technical concerns regarding abatement specifications.
- 2.7.4 Provide any other administrative or technical assistance required pursuant to Asbestos Abatement Procurement and contracting activities including, but not limited to:
- 2.7.4.1 Review of **CONTRACTOR'S** submittal information.
- 2.7.4.2 Drafting of addenda.
- 2.7.4.3 Assisting the **DEPARTMENT** with resolving any disputes pertaining to asbestos procurement and contracting activities.
- 2.7.5 Assist the **DEPARTMENT** to conduct **pre-construction conferences** and inspections with the successful Abatement Consultant's/Contractor's in order to finalize the scope of work; establish schedules, personnel and equipment requirements; and resolve any technical issues pertaining to the performance of the asbestos abatement project.
- 2.7.6 Assist the **DEPARTMENT** in the development and administration of contract provisions Associated with repair, rehabilitation and demolition operations. These provisions shall be geared toward compliance with **NESHAP (National Emissions Standard for Hazardous Air Pollutants)** requirements concerning non-friable **ACM (Asbestos Containing Material)** and the performance of **wet demolition operation**.
- 2.7.7 Assist in conducting a **pre-bid/pre-proposal** conference and conduct any on-site inspections to evaluate the requirements in order to clarify technical concerns regarding abatement specifications.

- 2.7.8 Conduct pre-construction conference and inspections with the selected Abatement Contractor(s), in order to finalize the scope of work, establish schedules, personnel and equipment requirements; and resolve any technical issues pertaining to the performance of the asbestos abatement project.

3.0 EQUIPMENT AND LABOR.

- 3.1 The CONSULTANT certifies the services provide under the CONTRACT/ AGREEMENT shall include, but not limited to any of the following which are applicable: those operation necessary for mobilization, the movement of personnel, equipment, sampling tools and sample containers, spot encapsulates, respirators, air filters, protective cloths and other personal protective equipment, plastic sheeting, asbestos disposal bags, flashlights, ladders, photographic equipments and supplies, air monitoring equipment, expertise, incidentals. Shall secure all permits, notifications and fees associated. Shall secure all permits, notifications and fees associated. Such notifications shall comply with all Federal, State, and local laws, ordinances, codes and regulations pertaining to Asbestos Abatement. These services will be required for various locations on an as-needed basis with no minimum amount of work guaranteed.
- 3.2 The CONSULTANT shall be responsible for transportation or delivery of bulk samples to the analytical laboratory and for proper disposal of contaminate waste.

4.0 AGENCIES INTERACTION.

- 4.1 The DEPARTMENT shall procure the services of a State of Florida Certified Asbestos Abatement Consultant, licensed pursuant to Title XXXII, Chapter 469 Florida Statutes (F.S.).
- 4.2 All services provided under the CONTRACT/AGREEMENT shall be in accordance with EPA (U.S. Environmental Protection Agency); NESHAP (National Emissions Standards for Hazardous Air Pollutants); AHERA (Asbestos Hazard Emergency Reserve Act); U.S. D.O.T. (Federal Department of Transportation) 49 C.F.R. Codes of Federal Regulations CFR 171 & 172 Hazardous Material Regulations; OSHA (Occupational Safety and Health Administration); FDLES (Florida Department of Labor and Employment Security); F.A.C. (Florida Administrative Code); FDEP (Florida Department of Environmental Protection) and any other federal or state regulation & local ordinances.

5.0 EMERGENCY NOTIFICATIONS.

- 5.1 The CONSULTANT, or their employees, shall immediately report any disorder or emergency to the Department's Project Manager (or his/her designee) while providing services to the DEPARTMENT.

- 5.2 If an emergency involves the **CONSULTANT** personnel, the person involved shall not resume work except by written direction from the **DEPARTMENT** and/or the **Department's Project Manager**.
- 5.3 In the event the **CONSULTANT** encounters on the site **Type I** and/or **Type II** conditions, as defined below, the **CONTRACTOR** shall immediately stop work in the affected area and report the conditions in writing, to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, as well as the **Department's Asbestos Consultant Engineer** who developed the specifications for removal.
- 5.4 The work in the affected area shall not thereafter be resumed except by written direction by the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, or the **Department's Asbestos Consultant/Contractor** referred to herein. In the event either party is required to provide such written notice, notice shall be delivered within **twenty-four (24) hours** of identification of such differing site conditions by the **CONSULTANT** and **within the next business day** by the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** to notify the **CONTRACTOR** to resume such work.
- 5.5 Written notice is herein defined as notice in writing signed, e-mailing and may be a facsimile of the original.
- 5.6 The agreements may be extended for a reasonable period of time as determined by the representative of the **DEPARTMENT** upon the representative's inspection of the subject parcel. This reasonable delay shall not then be constructed as a delay or suspension pursuant to the agreement, provided **Type I** and/or **Type II** conditions are determined to be present on the subject parcel by the representative of the **DEPARTMENT**. The differing site conditions are defined as follow:

5.6.1 TYPE I.

Condition or conditions which are in variance with the conditions indicated in the survey or specifications documents; or conditions which differ materially from those indicated in the survey.

5.6.2 TYPE II.

Unknown physical conditions at the site, of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the survey or specification.

6.0 WORK SUPERVISION AND REQUIREMENTS.

- 6.1 The **CONSULTANT**, shall have a qualified responsible **Supervisor** for all the locations where the Contractual Services are being provided to ensure continued compliance with these specifications.
- 6.2 All contractual services being provide by the **CONSULTANT** as described in his **CONTRACT/AGREEMENT** must be performed by or under the direction of a person qualified or licensed as specified in this **CONTRACT/AGREEMENT** and any local, state and federal laws, regulations and guidelines that apply to the type of services being performed.
- 6.3 The **CONSULTANT** shall provided at least one qualified on-site representative, such as a foreman or a management level person or other authorized representative, trained in the provisions of all applicable regulations who shall conduct inspections along with the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** to ensure continued compliance with these specifications.
- 6.3 The **CONSULTANT'S Supervisor** shall also be responsible for notifying the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** of any and all emergency problems.

7.0 ASBESTOS SURVEY AND REPORT.

- 7.1 The **CONSULTAN'S Asbestos Survey**, bulk sampling and analysis, and reporting of activities shall comply with the **FDLES (Asbestos Survey Procedures Manual and Specifications)** including, but not limited to, the following:
 - 7.1.1 Prior to the actual physical inspection, research and review structural specifications plans as may be available for each structure to be surveyed.
 - 7.1.2 All areas of homogeneous suspect material, without regard to the results of subsequent Laboratory bulk analysis shall be indicated on a set of structural floor plans or drawings. Areas of homogeneous suspect materials shall be clearly delineated in the report. The extent and location of **ACM (Asbestos Containing Material)** must be shown on a floor plan diagram in the final report.
- 7.2 **ACM (Asbestos Containing Material)** shall be classified as friable or non-friable and shall be categorized as follows:
 - 7.2.1 **Surfacing Materials:** Materials that are sprayed on or otherwise applied to surfaces. Examples include acoustical plaster on ceilings, fireproofing or structural components, Wallboard or other materials on surfaces for acoustical, fireproofing, or other purposes.

- 7.2.2 Thermal System Insulation (TSI):** Materials in building, structures or distribution system applied to pipes, fittings, boilers, breaching, tanks, ducts, or grain, water condensation, or for other purposes.
- 7.2.3 Miscellaneous Materials:** Interior or exterior material components such as linoleum, floor and ceiling tiles, fire doors, roofing, siding, and materials not integral components of the structure such as stage curtains, protective clothing, laboratory apparatus and equipment, and other materials not listed.
- 7.3 ACM (Asbestos Containing Material)** shall further classified pursuant to NESHAP's 40 CFR Part 61 Subpart M definition as follows:
- 7.3.1 Category I Non-Friable ACM:** Asbestos containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent (1%) asbestos as determined by a National Institute of Standards and Technology accredited laboratory for the analysis of bulk-materials for asbestos by polarized light microscopy.
- 7.3.2 Category II Non-Friable ACM:** Any material excluding Category I Non-Friable ACM, containing more than one percent (1%) asbestos as determined by a National Institute of Standards and Technology accredited laboratory for analysis of bulk-materials for asbestos by polarized light microscopy when dry cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- 7.3.3 Regulated ACM:** (a) Friable asbestos material, (b) Category I Non-Friable ACM that will be or has become friable, (c) Category I Non-Friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II Non-Friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- 7.4** Identified all locations where ACM may be present but cannot be sampled, and provide an explanation for the reason it cannot be sampled. A diligent effort shall be made to sample all suspect ACM. Areas where access is impossible shall be indicated on the drawings with a notation as to why the areas could not and/or should not be fully investigated. The necessity of reducing functionally integrity should first be reported to the DEPARTMENT and/or the Department's Project Manager (or his/her designee). Spaces ordinarily physically inaccessible may be made accessible and inspected. Some minor repairs may be necessary to maintain the structure in a safe condition, particularly during roof sampling.

- 7.5 Collect and analyze a sufficient number of bulk samples off all suspect ACM as may be warranted by site conditions. Quality assurance and chain of custody procedures outlined in **FDLES (Asbestos Survey Procedures Manual and Specifications)** shall be followed. Sampling locations shall be documented on a set of reasonably scaled building floor plans or drawings and marked with an identification number corresponding to the representative sample number. Bulk samples shall be collected from materials in each homogeneous area to determine asbestos content and to identify the complete content matrix of the material. Photographic documentation of each bulk sampling location that includes the unique sampling numbers shall be provided in each survey report. These photos must be in a digital format.
- 7.6 Bulk samples shall be analyzed utilizing **PLM/DS (Polarized Light Microscopy)** techniques by a **NVLAP (National Voluntary Laboratory Accreditation Program)** accredited laboratory. Point Counting analysis of bulk-samples shall be conducted as required by the policies and procedures established by **NESHAP's CFR Part 61**. The analysis of bulk samples must identify the complete matrix of sample constituents consistent with the aforementioned **FDLES (Asbestos Survey Procedures Manual and Specifications)**. Applicable certifications of the analyst responsible for conducting the analysis as well as documentation of lab accreditation shall be provided in the survey report.
- 7.7 Prepare an individual parcel specific survey/assessment report that summarizes the results of the survey and, if necessary, provides appropriate abatement response alternatives and cost estimates. The report shall include any and all documentation including lab analysis sheets, photographs, drawings, etc. which may be needed to substantiate the presence or absence, quantity, condition and location of ACM. The report shall be organized utilizing the format and forms contained in the **FDLES (Asbestos Survey Procedures Manual and Specifications)**. Consultant should make available to the **DEPARTMENT** one Survey Report sent via Internet e-mail and one (1) original signatures submitted to the **DEPARTMENT** and/or **Department's Project Manager (or his/her designee)** for review and approval within **thirty (30) calendar days** of date of Letter of Authorization. Originals of survey reports and all subsequent revisions shall also be distributed to the **DEPARTMENT**. Revisions to the survey report shall be submitted to the **DEPARTMENT** within **ten (10) calendar days** of receipt of an agency review or recommendation letter. All reports and revisions shall be sent via Internet e-mail and **Certified Mail, Return Receipt Requested** with **Certified Mail Receipts** returned to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, and shall be **signed and sealed by the ASBESTOS CONSULTANT** licensed pursuant to **F.S. (Florida Statutes, Chapter 469, Sections 001 to 014)**, With a copy of said license provided in the survey report. It should be understood that the **CONSULTANT** will have **three (3) days** to submit a proposal to the **DEPARTMENT** after a request for a survey and specifications, if necessary, are made. The **DEPARTMENT** will then issue a **Letter of Authorization** once funds have been encumbered.
- 7.8 For facilities which are determined to be free of ACM, the report shall include a statement by the **ASBESTOS CONSULTANT** which certifies that, to the best of his/hers knowledge, the facility does not contain ACM (**Asbestos Containing Material**).

- 7.9 For **unoccupied** facilities which are found to contain ACM, an **O & M Plan** shall be prepared and submitted as part of the survey/assessment report. The plan should be dated and include the following information:
- 7.9.1 The facility shall be secured as necessary to prevent entry by unauthorized persons with **thirty (30) business days** of the date of the **O & M Plan**.
 - 7.9.2 The facility will be posted with the appropriate warnings signs alerting persons to the asbestos hazard contained therein.
 - 7.9.3 A periodic inspection [every **thirty (30) days**] of the facility for breach of security will be performed. Appropriate documentation will be maintained of all events and repairs as performed.
 - 7.9.4 Prior to demolition, asbestos abatement, as required under **NESHAP's 40 CFR Part 61 Subpart M** will be performed in accordance with an abatement package prepared pursuant to **Chapter 255 of F.S. (Florida Statutes)**.
- 7.10 For facilities and structures that obviously do not contain ACM, an asbestos inspection report shall be prepared and consist of the following:
- 7.10.1 An appropriate number of photographs taken of the exterior and interior of the building to substantiate the absence of ACM in the facility.
 - 7.10.2 A detailed description of the materials in and methods of construction of the facility.
 - 7.10.3 Certification that, to the best of the **CONSULTANT'S** knowledge, the facility does not contain ACM (**Asbestos Containing Material**).

8.0 OPERATION AND MANAGEMENT PLAN (O. & M. PLAN).

- 8.1 If the Asbestos Survey identifies ACM in an **occupied** facility and the established vacate is within **180 days** from the date the survey was performed upon authorization from the **DEPARTMENT**, the **CONSULTANT** shall prepare a letter of **O. & M. Plan**. The letter **O. & M. Plan** shall be addressed to the facility (structure) occupants and shall simply and briefly address the location and type of **ACM** present and summarize any special material handling requirements. The letter **O. & M. Plan** shall be **dated, signed & sealed** by a **licensed ASBESTOS CONSULTANT** and shall be prepared as an addendum to the asbestos survey report. The letter **O. & M. Plan** shall be mailed to the **DEPARTMENT** and the original sent **Certified Mail, Return Receipt Requested**, to the occupant with **five (5) days** of the **DEPARTMENT'S** approval of the survey report.

- 8.2** If the facility will not be vacated within 180 days from the date of the survey, an **O. & M. Plan** shall be prepared by the **ASBESTOS CONSULTANT** in accordance with **Rule 381-40.009 and 010, F.A.C.** and using as a reference **FDLE's** guide for the preparation of operation and maintenance plans and incorporating any recommendations made by the **Asbestos Oversight Program Team**. The **O & M Plan** shall address the fact that the facilities to be vacated and demolished and should consider such issues as the length of extended occupancy; number of occupants; type of facility; amount, location, condition and type of asbestos present; re-inspection requirements and other information specific to **DEPARTMENT** acquired facilities which are scheduled for demolition. The plan shall be **dated, signed and sealed** by a licensed **ASBESTOS CONSULTANT** and shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** for review and approval within **thirty (30) days** of the asbestos survey date.
- 8.3** Original **O. & M. Plan** and subsequent revisions shall be sent **Certified Mail Return Receipt Requested**, to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)**, For review and approval, with all the **Certified Mail Receipts** returned to the **DEPARTMENT**. The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** shall be copied on all submittals. Revisions to the **O. & M. Plan** shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** with **ten (10) calendar days** of receipt of review or recommendation letter. The **CONSULTANT** shall provide an original of the **final O. & M. Plan** to the occupant and the **DEPARTMENT** with **five (5) days** of approval of the plan.
- 8.4** The **CONSULTANT** shall assist the **DEPARTMENT** in implementing the **O. & M. Plan** and resolving any non-compliance issues associated with the implementation of the plan. This may be include the performance of periodic surveillance, semi-annual re-inspection and reporting, including the performance of a Material Hazard Assessment and the oversight of small-scale, short duration cleanups and removals.

9.0 ASBESTOS ABATEMENT SPECIFICATIONS.

- 9.1** The **CONSULTANT**, shall develop **Asbestos Abatement Specifications** on a per parcel basis. All asbestos abatement specifications shall be in compliance with all federal, state and local regulations and requirements for removal of regulated ACM from state-owned facility scheduled for demolition. The **Asbestos Abatement Specifications** shall be in a format and of sufficient detail so as to be used by the **DEPARTMENT** as an Invitation to Bid and subsequent contract document of the selection and procurement of a licensed **ASBESTOS ABATEMENT CONTRACTOR**.

CONSULTANT should make available to the **DEPARTMENT** a copy of the specifications sent via Internet e-mail and one (1) original via U.S. Mail. Abatement specifications shall be signed & sealed by the **ASBESTOS CONSULTANT**, licensed pursuant to F.S. (Florida Statutes) Chapter 469 Sections 001 to 014). A draft Asbestos Abatement Specifications shall be submitted to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** within **thirty (30) calendar days** of the **CONSULTANT'S** acceptance of the Letter of Authorization. The draft specifications will be reviewed and recommendations developed by the **DEPARTMENT**. Any subsequent revisions to the specifications shall be submitted to the **DEPARTMENT** for review and acceptance within **ten (10) calendar days** of receipt of any review or recommendation letter. The final shall incorporate all appropriate recommendations.

10.0 MONITORING.

- 10.1** The **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** with the assistance of licensed **ASBESTOS ABATEMENT CONSULTANT**, shall continuously monitoring the asbestos abatement activities of the **CONTRACTOR** to ensure compliance with all applicable federal, state and local requirements.
- 10.2** **CONSULTANT** conduct continuous daily monitoring of all asbestos abatement and/or asbestos demolition activities which involve the disturbance of **ACM**. Develop and maintain a log of all monitoring activities which includes a description of events, times equipment and personnel involved. The **CONSULTANT'S** asbestos abatement project monitor shall be responsible for managing and supervising the **ASBESTOS ABATEMENT CONTRACTOR** during on-site abatement operations.
- 10.3** Conduct all ambient and asbestos abatement air monitoring activities as requested including, but not limited to, air sampling, field and lab analysis after completion of sampling and for a final reporting, pursuant to asbestos demolition and abatement activities. Asbestos pre-abatement and final clearance air monitoring analysis shall be conducted off-site by a designated analytical laboratory. Air monitoring for asbestos demolition projects shall utilize the appropriate sample collection and analytical techniques necessary to adequately obtain representative fiber counts in open air, field conditions. **PCM (Phase Contrast Microscopy)** analysis results shall be available no later than **three (3) hours** after completion of sampling and **TEM (Transmission Electron Microscopy)** analysis results shall be available no later than **forty eight (48) hours** after completion of sampling.
- 10.4** Upon completion of asbestos abatement and removal operations by the **ASBESTOS CONTRACTOR**, the **CONSULTANT** shall be prepare to conduct a final clearance visual inspection and a final clearance air sampling necessary to obtain all required agency sign-offs and approvals. Notification shall be made to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** **forty eight (48) hours** prior to the dismantling of any asbestos abatement containment barriers. Records of all agency notifications shall be maintained by the **CONSULTANT** .

- 10.5** Upon completion of wet demolition activities by the **ASBESTOS CONTRACTOR**, the **CONSULTANT** shall be prepare to conduct a final clearance visual inspection and a final clearance air sampling necessary to meet applicable standards, such as federal, state and local standards for permissible exposure levels. Notification shall be made to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** forty eight (48) hours prior to the dismantling of any asbestos abatement containment barriers. Records of all agencies notifications shall be maintained by the **CONSULTANT**.
- 10.6** Within three (3) days of completion of the approved final clearance inspection, submit to the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** a **Visual Inspection/Final Clearance Certification Letter** which includes a signed and sealed statement by the **ASBESTOS CONSULTANT DEMOLITION CONTRACTOR** that the abatement demolition project was performed and completed in compliance with all abatement demolition specifications.
- 10.7** Within thirty (30) days of completion of asbestos abatement or demolition operations for a specific parcel, provide three (3) copies of a final clearance report summarizing all asbestos abatement or demolition activities including, but not limited to, proof of notification compliance by **NESHAP 40 CFR, Part 61, Subpart M**, and any other federal, state and local rules and regulations and **DEPARTMENT** policies and procedures. Complete all related project closeout and clearance documentation within the specified time schedules and distributes the final clearance report to the **DEPARTMENT** and the appropriate regulatory agencies. The final report shall include a project history, methodology and operation summary, agency notification, all appropriate abatement or demolition contract submittals, field sheets, air monitoring data, asbestos waste disposal manifest, demolition debris disposal receipts, and a copy of the **Visual Inspection/Final Clearance Certification Letter**.

**PART #2. GENERAL LEAD ABATEMENT.
SURFACE PREPARATION AND PAINTING CERTIFICATION PROGRAM .
ABATEMENT SPECIFICATIONS, SUPERVISION AND INSPECTION FOR
GENERAL LEAD ABATEMENT AND PAINTING APPLICATION WITH CERTIFIED
CONSULTANTS AND GENERAL CONTRACTORS.**

1.0 GENERAL INFORMATION.

- 1.1** The Florida Department of Transportation (FDOT), District 6, hereafter known as the DEPARTMENT requires the experience of Steel Structures Painting Council (SSPC) and National Association of Corrosion Engineers (NACE) Training for Lead Abatement, Surface Preparation and Painting Consultant, hereafter known as CONSULTANT, to provide District-wide Lead Abatement Consultant/Contractor Services for the DEPARTMENT.
- 1.2** The DEPARTMENT shall provide a "Project Manager" for administering the terms of the CONTRACT/AGREEMENT.

2.0 PURPOSE.

- 2.1** This Part #2 of Exhibit "A" Lead Abatement, Scope of Services along with the CONTRACT/AGREEMENT describes and defines activities which may be required by the Florida Department of Transportation (FDOT) for the required services on an as-needed basis within the geographical boundaries of District Six area of responsibility.

3.0 TRAINING.

- 3.1** Instruct any and all District 6, DEPARTMENT personnel in the latest methods and procedures of proper removal and disposal of leaded paint, analysis and methods to obtain samples, methods of preparation of surface for new paint application, methods of applications, and methods for measuring paint thickness.
- 3.2** These training courses should include training manuals, examination and SSPC (Steel Structures Painting Council) Certification for the following categories:
 - C-1** Fundamentals of Protective Coatings for Industrial Structures (Basic).
 - C-2** Specifying and Managing Protective Coating Projects (Advanced).

4.8 Provide a professional document report with digital photographs of **Tasks 4.1 thru 4.5** to the **ENGINEER**.

4.8.1 Attend **Pre-Bid and Pre-Construction meetings**. The Agency representative shall have familiarity with all aspects of the project necessary to answer any questions prospective **BIDDERS** or **CONTRACTORS** may ask pertaining to protective coatings and associated subjects.

4.8.2 Assist in the review of bids received and provide recommendations with appropriate justifications in awarding or rejecting bid.

4.8.3 Review all submittals and requests from the **CONTRACTOR** for acceptance (i.e., **subcontractors, materials, supplies and equipments**), review **safety plan, quality and environmental control plan, containment system**, review **shop drawing plans**, and make recommendations to the **ENGINEER**.

5.0 **CONSTRUCTION SERVICES.**

The **DEPARTMENT** is preparing to remove lead base paint from some of the steel portion of bridges. The projects require a **Lead Base Paint Abatement Supervisor** to monitor the removal process, the extent of the sandblasting on the bridge surface, the lead abatement procedures, and document the activities. With the following conditions:

5.1 The **CONSULTANT** is to review the **Prime Contractor Plan** and submit comments **within two (2) weeks**. The review of the **PCP** and scheduling of the field operations with the initiated following receipts of an authorization to proceed from the **Department's Project Manager (or his/her designee)**.

5.2 Following completion of the abatement activities, the **PRIME CONTRACTOR** will submit post project sampling and air monitoring data. The **CONSULTANT** is to review the data and prepare a post project report to close the job.

5.2.1 The abatement **SUPERVISOR** or a **delegate** will be responsible for monitoring the application of the coating to be applied to the impacted bridge surface. This will require entering the lead containment system.

5.2.2 The **PRIME CONTRACTOR** will perform the pre-project sampling the ambient air monitoring, the personal air monitoring and the post project sampling including analysis by a qualified laboratory. The **CONSULTANT** will review these results for compliance.


- 5.2.3 Monitor the Containment System installation accordingly to the equipments and elements indicated in the Technical Plan Notes and/or in the previous approved Shop Drawings presented by the **CONTRACTOR**.
- 5.2.4 Monitor the sandblasting operations and the effectiveness of paint removal in accordance to the **Technical Plan Notes**.
- 5.2.5 Review the lead abatement procedures, the health and safety plan and the baseline sampling of the work area prepared by the **PRIME CONTRACTOR**.
- 5.2.6 Review and inspect all field **Traffic Control Plans** set-up and items when required on a painting project procedure.
- 5.2.7 Review the closure of the work area by the **PRIME CONTRACTOR**.
- 5.2.8 Document the activities of the **PRIME CONTRACTOR** in accordance with the **Technical Plan Notes** including the **Waste Disposal Manifest**. Provide manifest back to the **DEPARTMENT**, to the **District Lead Coordinator**.

**CONSENT AGENDA ITEM
#4**

== CENTRAL FLORIDA EXPRESSWAY AUTHORITY ==

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 24, 2019

SUBJECT: Approval of Second Contract Renewal with John Brown & Sons, Inc. for
Miscellaneous Clearing and Grubbing
Contract No. 001392

Board approval is requested for the second renewal of the referenced contract with John Brown & Sons, Inc. in the amount of \$0.00 for a one-year period beginning February 26, 2020 and ending February 25, 2021. The original contract was for one year with two one-year renewals.

The services to be provided under this renewal are miscellaneous clearing and grubbing.

Original Contract	\$250,000.00
First Renewal	\$250,000.00
Second Renewal	\$ 0.00
Total	\$500,000.00

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

Reviewed by: 
Ben Dreiling, PE
Director of Construction



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 2
CONTRACT NO. 001392

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of November 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and John Brown & Sons, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated February 8, 2018, whereby CFX retained the Contractor to provide miscellaneous clearing and grubbing work; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 26th day of February 2020 and ending the 25th day of February 2021 at the cost of \$0.00.

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.

JOHN BROWN AND SONS, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____(SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001392

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 21st day of February 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and John Brown & Sons, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated February 8, 2018, whereby CFX retained the Contractor to provide miscellaneous clearing and grubbing work; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 26th day of February 2019 and ending the 25th day of February 2020 at the cost of \$250,000.00.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract renewal ending February 25, 2019, the Contractor shall execute a 'Certificate of Completion of the Original Contract and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Contract ending February 25, 2019.

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

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

JOHN BROWN AND SONS, INC.

BY: Michael W. Brown
Authorized Signature

Title: President

ATTEST: [Signature] (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement

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



'19 MAR 1 AM 11:39

Expires 4/9/19

COOPERATIVE PURCHASE AGREEMENT

2018 FEB 16 AM 10:14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

JOHN BROWN AND SONS, INC.

MISCELLANEOUS CLEARING AND GRUBBING SERVICES

CONTRACT NO. 001392

CONTRACT DATE: FEBRUARY 8, 2018

CONTRACT AMOUNT: \$250,000.00

**COOPERATIVE PURCHASE AGREEMENT, PALM BEACH
COUNTY AGREEMENT NO. 18003 & 18003-1**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
MISCELLANEOUS CLEARING AND GRUBBING WORK
CONTRACT NO. 001392**

This Contract No. 001392 is made this 8th day of February, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and JOHN BROWN AND SONS, INC., 775 23rd Avenue, Vero Beach, Florida 32962, 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 all everything necessary or convenient for the conduct of its business and the general welfare of CFX", and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR for miscellaneous clearing and grubbing work and related tasks as may from time to time be assigned to the CONTRACTOR by CFX; and,

WHEREAS, on or about January 01, 2018, the CONTRACTOR entered into Term Contract No. 18003 & 18003-1 with Palm Beach County, Florida to provide services using the same type of equipment and operators as required by CFX for its needs; and,

WHEREAS, pursuant to Article XII(O) of CFX's Procurement Policy, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with Palm Beach County for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein at the same rates previously negotiated by Palm Beach County; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with Palm Beach County and such revised 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 the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as required by CFX

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date of 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 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 60 days prior to the expiration of the initial one-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 10-days notice for cause. 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 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 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 or has 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 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. COMPENSATION FOR SERVICES

CFX agrees to pay CONTRACTOR for services performed in accordance with the rates established in the CONTRACTOR's contract with Palm Beach County. The amount of this Contract shall not exceed \$250,000.00 during its initial term.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A" (excellent) and a financial rating of Class XII, as defined by A.M. Best and

Company's Key Rating Guide and must be approved by CFX, in its sole and absolute discretion. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

4.1 **Comprehensive General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

4.2 **Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

4.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to 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. 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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

5. **CONTRACTOR RESPONSIBILITY**

5.1 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.

5.2 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

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

5.4 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.

6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees).

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

7. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

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 CFX Records Management Department 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.

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, without first notifying CFX and securing its consent in writing.

10. 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.

11. 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. 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.

12. 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.

13. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's 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.

14. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

14.1 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

14.2 Subject to the right of CFX to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name 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 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.

15. 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.

16. 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.

17. 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 11, 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.

18. 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.

19. 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.

20. RELATIONSHIPS

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

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.

21. INTERPRETATION

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

22. 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:

22.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

22.2 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.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 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

23.2 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.

24. 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.

25. ASSIGNMENT

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

26. 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.


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


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

JOHN BROWN AND SONS, INC.

2018 FEB 16 AM 10:15

By: 
Signature
Print Name: John Padua
DIVISION Manager FL
Title

ATTEST:  (Seal)



Approved as to form and execution, only.


General Counsel for CFX



**CONSENT AGENDA ITEM
#5**

MEMORANDUM

TO: CFX Board Members

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

DATE: November 7, 2019

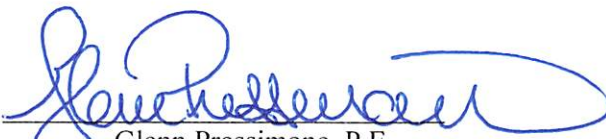
SUBJECT: Agreement with Florida's Turnpike Enterprise for Advanced Construction of SR 417 Widening within Turnpike Right-of-Way

Florida's Turnpike Enterprise (FTE) is currently widening the Turnpike Mainline between Osceola Parkway and Sand Lake Road. CFX is designing the widening of SR 417 from John Young Parkway to Landstar Boulevard (CFX Project 417-142). Included within CFX's project is the widening of two (2) SR 417 bridges over the Turnpike Mainline.

In an effort to reduce CFX's overall construction cost of the widening project and minimize disruptions to toll paying customers on the Turnpike Mainline, FTE and CFX have agreed to allow for advanced construction activities related to CFX's widening project to be built as a part of FTE's current construction project. Specifically, 12 intermediate bridge foundations and bridge piers located within the Turnpike mainline right-of-way will be added to FTE's current construction contract with The Lane Construction Corporation at CFX's expense.

Board approval to allow the Executive Director to execute the Agreement between FTE and CFX that establishes the framework and funding to add this work to FTE's current construction contract is requested.

Reviewed by:


Glenn Pressimone, P.E.
Chief of Infrastructure

**LOCALLY FUNDED AGREEMENT
BETWEEN THE
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

THIS LOCALLY FUNDED AGREEMENT (“Agreement”) is made and entered into by and between **THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, an agency of the State of Florida, with a business address of 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”), and **THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FLORIDA’S TURNPIKE ENTERPRISE**, an executive agency of the State of Florida having a business address located at Florida’s Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida’s Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (the “DEPARTMENT”) (CFX and the DEPARTMENT may be referred to individually as a “Party” and collectively as the “Parties”).

RECITALS:

A. The DEPARTMENT is authorized by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System.

B. The DEPARTMENT is authorized under Section 338.2216, Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage Florida’s Turnpike System; and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes.

C. CFX is authorized under Section 348.754(1)(a), Florida Statutes, to acquire, hold, construct, improve, maintain, operate, own, and lease in the capacity of lessor the Central Florida Expressway System within the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola Counties, which includes a system of limited-access toll roads.

D. CFX is authorized under Section 348.754(1)(b), Florida Statutes, to construct any extensions, additions, or improvements to the Central Florida Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges, avenues of access, rapid transit, trams, fixed guideways, thoroughfares, and boulevards with any changes, modifications, or revisions of the project which are deemed desirable and proper.

E. The DEPARTMENT has funded the construction of improvements on State Road 91 (“S.R. 91”) from south of Osceola Parkway to the Beachline Expressway, including widening of the S.R. 91 mainline in the northbound and southbound directions to provide a total of eight (8) lanes, including a major interchange with State Road 417 (“S.R. 417”) (hereinafter referred to as the “FTE PROJECT”). The financial project identification numbers for the FTE PROJECT are 411406-1-52-01 and 411406-4-52-01.

F. S.R. 417 is a limited access toll facility forming the eastern and southern beltway around the city of Orlando, portions of which are owned, operated, and maintained by CFX as part of the Central Florida Expressway System and portions of which are owned, operated and maintained by the DEPARTMENT as part of Florida's Turnpike System. A portion of S.R. 417 owned, operated, and maintained by CFX crosses S.R. 91 in Orange County.

G. CFX is currently in the design phase for the widening of approximately 3.75 miles of S.R. 417, from four (4) to six (6) travel lanes, from east of John Young Parkway to east of Landstar Boulevard (CFX Project No. 417-142, "CFX PROJECT"). The CFX PROJECT includes widening of the S.R. 417 mainline bridges over Orange Blossom Trail, Balcombe Road, S.R. 91, Orange Avenue, FDOT Railroad and Landstar Boulevard, as well as widening of the S.R. 417 southbound off-ramp bridge to Orange Blossom Trail.

H. On or about July 26, 2018, CFX entered into an agreement with RS&H, Inc., to provide design services for the CFX PROJECT, including the final design and preparation of construction drawings/specifications to provide six (6) general use lanes on S.R. 417 between John Young Parkway and Landstar Boulevard.

I. CFX has requested that the DEPARTMENT incorporate into the FTE PROJECT the construction of structural bridge foundations and substructure piers to accommodate the future widening of S.R. 417 Bridge Nos. 750438 and 750439 over S.R. 91 ("BRIDGE WORK"). Preliminary plans for the BRIDGE WORK ("Preliminary Plans") are attached hereto as Exhibit "A" for informational purposes only. The Parties agree that the Preliminary Plans depicted in Exhibit A do not represent final plans for the BRIDGE WORK or a commitment by the DEPARTMENT to construct any portion thereof. CFX is currently developing final foundation and substructure plans for the BRIDGE WORK ("Final Plans"). Upon completion of the Final Plans by CFX, and after DEPARTMENT approval thereof, the Final Plans will be incorporated into this Agreement as Exhibit "B."

J. The Parties agree it is in the best interest of the public that CFX provide the DEPARTMENT with the funding to complete the BRIDGE WORK to avoid traffic and mobility impacts to the traveling public expected to result from BRIDGE WORK construction occurring after completion of the FTE PROJECT.

K. The DEPARTMENT is willing to modify the FTE PROJECT to include the BRIDGE WORK, conditioned upon CFX's agreement to fund all additional costs associated with the BRIDGE WORK and other conditions set forth in this Agreement. The construction, construction engineering and inspection ("CEI"), materials testing, geotechnical, post-design, and any and all other activities the DEPARTMENT determines necessary, or agrees upon request by CFX to perform, to incorporate the proposed BRIDGE WORK into the FTE PROJECT are referred to in this Agreement as the "BRIDGE IMPROVEMENTS."

L. The Parties acknowledge and agree that construction of the BRIDGE IMPROVEMENTS will occur in the right-of-way of the DEPARTMENT, after which the BRIDGE IMPROVEMENTS shall be owned by CFX. Each Party's rights under this Agreement to construct, operate and maintain the BRIDGE IMPROVEMENTS within the DEPARTMENT's

right-of-way shall not interfere with that Party's rights to improve, operate and maintain either Party's right-of-way.

M. The DEPARTMENT and CFX agree that upon completion of construction of the CFX PROJECT and the FTE PROJECT, the Parties will, if necessary, amend any applicable maintenance agreements already in existence, or enter into new maintenance agreements for post-construction maintenance responsibilities resulting from the CFX PROJECT and the FTE PROJECT.

AGREEMENT

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties agree as follows:

1. The Recitals stated above are true and correct and are incorporated in this Agreement.
2. The term of this Agreement shall begin upon the date of signature of the last Party to sign and shall remain in full force and effect through completion of all obligations of the Parties hereto, unless otherwise expressly provided herein.
3. The Parties are authorized, subject to the conditions set forth herein, to enter the other's right-of-way to perform all activities necessary for the construction of, and post-construction maintenance of, the BRIDGE IMPROVEMENTS as set forth in additional detail below.

General Requirements

4. CFX shall designate a project manager to coordinate the BRIDGE IMPROVEMENTS with the DEPARTMENT's designated project manager.
5. CFX shall, on or before November 18, 2019, submit to the DEPARTMENT for its review final foundation and substructure plans, including supporting calculations, for the BRIDGE WORK ("Plans Submittal Documentation"), in accordance with the package submittal requirements for foundation and substructures described in 121.14.3 of the FDOT Design Manual (2019). Failure by CFX to timely submit the Plans Submittal Documentation as required herein shall release the DEPARTMENT from responsibility to incorporate the BRIDGE IMPROVEMENTS into the FTE PROJECT.

The DEPARTMENT will review the Plans Submittal Documentation in accordance with applicable departmental design standards. If the DEPARTMENT determines that the Plans Submittal Documentation, or any portion thereof, conflicts with applicable departmental design standards, then the DEPARTMENT will notify CFX and identify the portion of the Plans Submittal Documentation in conflict. CFX shall resolve all identified conflicts and provide Final Plans to the DEPARTMENT by December 6, 2019. Should the DEPARTMENT not receive the Final Plans

by December 6, 2019, then the DEPARTMENT shall be released from responsibility to incorporate the BRIDGE IMPROVEMENTS into the FTE PROJECT.

If the Final Plans are provided to the DEPARTMENT by December 6, 2019, and conditioned upon the availability and issuance of any required third-party permits, as well as receipt of funding from CFX as required under this Agreement, the DEPARTMENT will proceed with efforts to execute a supplemental agreement with its contractor for the FTE PROJECT (“Contractor”) to incorporate the BRIDGE IMPROVEMENTS as part of the FTE PROJECT. If, for any reason, the supplemental agreement is not fully executed by December 13, 2019, then the DEPARTMENT shall be released from responsibility to incorporate the BRIDGE IMPROVEMENTS into the FTE PROJECT.

6. The DEPARTMENT will consult with and receive the input of CFX in connection with the modification of the scope of the FTE PROJECT to incorporate the BRIDGE IMPROVEMENTS. CFX shall be entitled to be advised of the progress of the BRIDGE IMPROVEMENTS at reasonable intervals upon request. Nothing in this Agreement shall be construed as requiring the DEPARTMENT to perform any activity or service which is outside the scope of the FTE PROJECT as described herein. The DEPARTMENT’s activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. CFX shall not have any jurisdiction or control over the DEPARTMENT’s activities, except as specifically provided in this Agreement. CFX will not communicate directly with, or provide instruction directly to, the DEPARTMENT’s Contractor. All communication from CFX shall be directed through the DEPARTMENT’s designated project manager.

7. CFX shall execute all necessary agreements to effectuate the completion of the FTE PROJECT and inclusion of the BRIDGE IMPROVEMENTS in the FTE PROJECT, including, but not limited to, interchange agreements, right of way agreements, construction agreements, operations agreements, maintenance agreements, permits, aerial/airspace agreements, and any amendments to existing agreements, each at no cost to the DEPARTMENT.

8. The DEPARTMENT has sole authority to contract for CEI services for the FTE PROJECT and the proposed BRIDGE IMPROVEMENTS.

9. As deemed appropriate by the DEPARTMENT, the Florida Department of Transportation (“FDOT”) Standard Specifications for Road and Bridge Construction, FDOT Design Standards, FDOT Manual on Uniform Traffic Control Devices (“MUTCD”), the Florida’s Turnpike Enterprise’s Turnpike Design Handbook (“TDH”), FDOT General Tolling Requirements (GTR), FDOT Construction Project Administration Manual (CPAM), FDOT Structures Design Manual, FDOT Design Manual, AASHTO LRFD Bridge Design Specifications, the Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the “Florida Green Book”), the FDOT Traffic Engineering Manual, the National Electric Safety Code (N.E.S.C), and latest editions of the National Electrical Code (N.E.C.) (collectively, the “Standards and Specifications”), shall govern the design and construction of the BRIDGE IMPROVEMENTS. CFX shall submit to the DEPARTMENT the construction plans, calculations and plans to the DEPARTMENT for review, comment, and approval prior to any work being

commenced. The DEPARTMENT and CFX shall cooperate in good-faith to coordinate construction of the BRIDGE IMPROVEMENTS. Should any changes to CFX's plans be required during construction of the BRIDGE IMPROVEMENTS, CFX shall notify the DEPARTMENT of the changes and submit a plans revision for review and approval by the DEPARTMENT prior to the changes being constructed. CFX will submit to the DEPARTMENT a schedule of shop drawing submittals related to the BRIDGE IMPROVEMENTS. The DEPARTMENT will notify CFX of any shop drawings it plans to review, and CFX will coordinate with the DEPARTMENT for input during review of those shop drawing(s). CFX shall submit to the DEPARTMENT all approved shop drawings prior to that aspect of work being commenced. CFX shall submit to the DEPARTMENT Requests for Information (RFI's) and lane closure requests to the DEPARTMENT for review, comment, and approval prior to that aspect of work being commenced.

10. The DEPARTMENT will maintain the area of the FTE PROJECT, including the BRIDGE IMPROVEMENTS, during construction.

11. The DEPARTMENT will notify CFX a minimum of 48 (forty-eight) hours before beginning construction on the BRIDGE IMPROVEMENTS, and the DEPARTMENT will notify the CFX construction project manager should construction be suspended for more than five (5) working days.

12. CFX shall, at no cost or expense to the DEPARTMENT, be responsible for locating and identifying potential conflicts with any utilities located in the BRIDGE WORK project area, for ensuring that all existing utility locations are appropriately documented on the Final Plans and for ensuring that all underground and overhead conflicts have been resolved with the applicable entity/agency/owner. CFX shall be responsible for compensating or reimbursing the DEPARTMENT or its Contractor for any utility impacts, costs, delays, or damages caused by, associated with, and/or resulting from the BRIDGE WORK, including, without limitation, any cost created by a change in scope of the impact to a utility from that depicted in the Final Plans.

13. The DEPARTMENT will perform, or cause to be performed, any required testing associated with the construction of the BRIDGE IMPROVEMENTS, at CFX's sole cost and expense. Testing results will be made available to CFX upon reasonable request by CFX. CFX shall have the reasonable right to perform its own independent testing during the course of construction of the BRIDGE IMPROVEMENTS, at its sole expense and as coordinated with the DEPARTMENT.

14. It is hereby agreed by the Parties that this Agreement creates a permissive use only and the BRIDGE WORK constructed as a result of this Agreement shall become the property of CFX. Neither the granting of permission by each Party to use each other's right-of-way, nor the placing of facilities or improvements upon the property of the other shall operate to create or vest any property right to or in the Parties. Each Party shall not acquire any right, title, interest or estate in the other Party's right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, each Party's use, occupancy, maintenance, or possession of the other Party's

right-of-way. Nothing in this Agreement or such separate agreement shall be construed to convey ownership of any portion of Florida's Turnpike System to CFX. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

15. Upon completion of the BRIDGE WORK, the DEPARTMENT will supply CFX with final As-Built plans and an engineering certification certifying that construction was completed in accordance with those plans. All information pertinent to the installation and/or modification of CFX'S roadway structures will also be provided to CFX for incorporation into its structure's records files. This information includes, but is not limited to As-Built plans, shop drawings, pile driving records, etc.

16. The DEPARTMENT agrees to require its Contractor to provide warranties for all portions of the BRIDGE WORK as provided in the DEPARTMENT's Standard Specifications for Road and Bridge Construction applicable to the FTE PROJECT. The DEPARTMENT shall have no liability in connection with any errors or defects in any service or deliverable on account of any claim (whether based upon principles of contract, warranty, or otherwise) for any special consequential, incidental, or exemplary damages, including, but not limited to, revenue, lost toll revenue, or lost profits, and CFX expressly and irrevocably waives any and all claims against the DEPARTMENT with respect to any service, installation, deliverable, comment, or advice received hereunder.

Financial Provisions

17. CFX shall pay all costs incurred by the DEPARTMENT for the BRIDGE IMPROVEMENTS, as more specifically provided below. For purposes of this Agreement, all costs incurred by the DEPARTMENT for the BRIDGE IMPROVEMENTS shall include, in addition to any other costs described in this Agreement, any and all costs associated with changed conditions, unforeseen work, and/or delays related to the BRIDGE IMPROVEMENTS.

18. CFX agrees that it will pay the DEPARTMENT an advance deposit in the amount of FOUR MILLION SEVEN HUNDRED AND SIXTY-ONE THOUSAND TWENTY-SIX DOLLARS AND 10/100 (\$4,761,026.10) (the "DEPOSIT"), on or before November 22, 2019, to be used for the estimated costs of the BRIDGE IMPROVEMENTS. The DEPOSIT shall be the total estimated costs, plus allowances, for the BRIDGE IMPROVEMENTS. The DEPARTMENT may utilize the DEPOSIT for payment of construction, CEI, materials testing, geotechnical, utility relocation, post-design, and any other costs of the BRIDGE IMPROVEMENTS. Failure by CFX to timely provide the DEPOSIT shall release the DEPARTMENT from responsibility to incorporate the BRIDGE IMPROVEMENTS into the FTE PROJECT.

19. Should project modifications or changes occur that increase the total BRIDGE IMPROVEMENT costs, CFX will be notified by the DEPARTMENT accordingly. CFX agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that CFX cash on deposit with the DEPARTMENT is sufficient to fully fund the total BRIDGE IMPROVEMENT costs. The DEPARTMENT shall notify CFX as soon as it becomes apparent the actual costs will overrun the DEPOSIT amount; however, failure of the

DEPARTMENT to so notify CFX shall not relieve CFX from its obligation to pay for all costs associated with the BRIDGE IMPROVEMENTS. Funds due from CFX during the project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).

20. The payment of cash funds by CFX under this Agreement will be made directly to the DEPARTMENT for deposit, as provided in the attached Escrow Agreement (EA) between CFX, the DEPARTMENT, and the State of Florida, Department of Financial Services, Division of Treasury. Note: funds can be wired to the DEPARTMENT using the account codes below:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial Project: 411406-1-52-02

21. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the contractor. The DEPARTMENT considers the FTE PROJECT complete when the final payment has been made to the contractor, not when the FTE PROJECT work is complete. All cost records and accounts shall be subject to audit by a representative of CFX for a period of three (3) years after final close out of the FTE PROJECT. CFX will be notified of the final cost. The Parties agree that in the event the actual cost of the BRIDGE IMPROVEMENTS is less than CFX funds provided, plus any interest earned on such funds, the excess funds will be refunded to CFX upon request in writing.

22. In the event the final accounting of costs incurred in connection with the work performed by the DEPARTMENT hereunder is greater than the total deposits to date, CFX will pay the difference within forty (40) calendar days from the date of the invoice from the DEPARTMENT. CFX agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

23. Any amendments to this Agreement that change the financial provisions must be pre-approved by the DEPARTMENT's Comptroller or designee.

24. The provisions of Section 339.135(6)(a), Florida Statutes, which follow are included in this Agreement:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 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; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.”

Miscellaneous

25. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Parties’ respective sovereign immunity protections, or as increasing the limits of liability under Section 768.28, Florida Statutes.

26. The receipt of federal funds by CFX for use in the planning, design, or construction of the BRIDGE IMPROVEMENTS, or for any other purpose in connection therewith, shall constitute a material alteration of this Agreement and the DEPARTMENT shall have the right at its discretion, to terminate this Agreement, deny any of its approvals hereunder, and in the event the DEPARTMENT has granted any approval hereunder, to withdraw such approval.

27. All formal notices, proposed changes and determinations between the Parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below:

To CFX:

Executive Director
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

With Copy to:

General Counsel
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

To FTE:

Executive Director & Chief Executive Officer
Florida’s Turnpike Enterprise
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters – Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

28. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

29. Neither Party may assign, pledge, or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other Party. Nothing herein shall prevent the DEPARTMENT or CFX from delegating their duties hereunder, but such delegation shall not release the DEPARTMENT or CFX from their obligation to perform this Agreement.

30. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

31. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the Parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

32. By their signatures below, the Parties hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

33. The failure of either of the Parties to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the Party seeking to enforce the same.

34. No term or provision of this Agreement shall be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision.

35. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

36. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

37. This Agreement may be executed in two or more counterparts, each of which shall constitute and be deemed an original, but all counterparts together shall constitute one Agreement.

IN WITNESS WHEREOF, the DEPARTMENT and CFX have caused these present to be executed this Agreement for the purposes herein expressed on the dates indicated below. This Agreement was approved by the CFX's Board of Directors at its meeting on _____.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Executive Director

DATE: _____

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise

DATE: _____

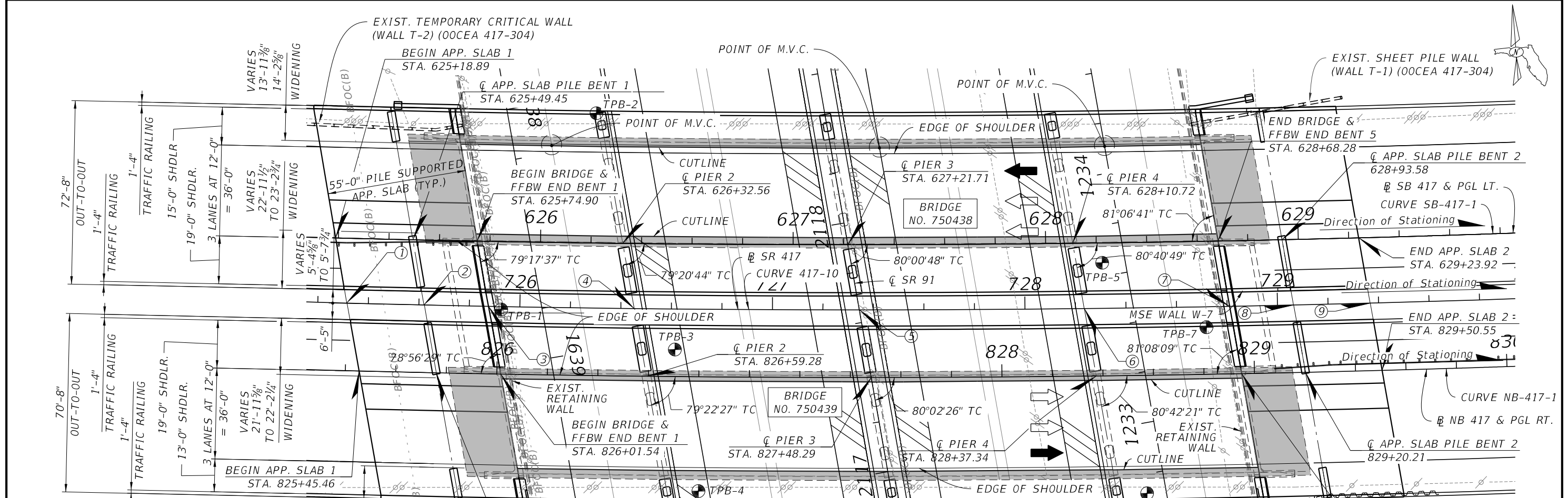
ATTEST: _____
Executive Secretary

Legal Review:

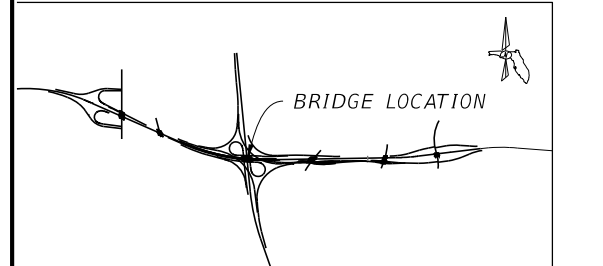
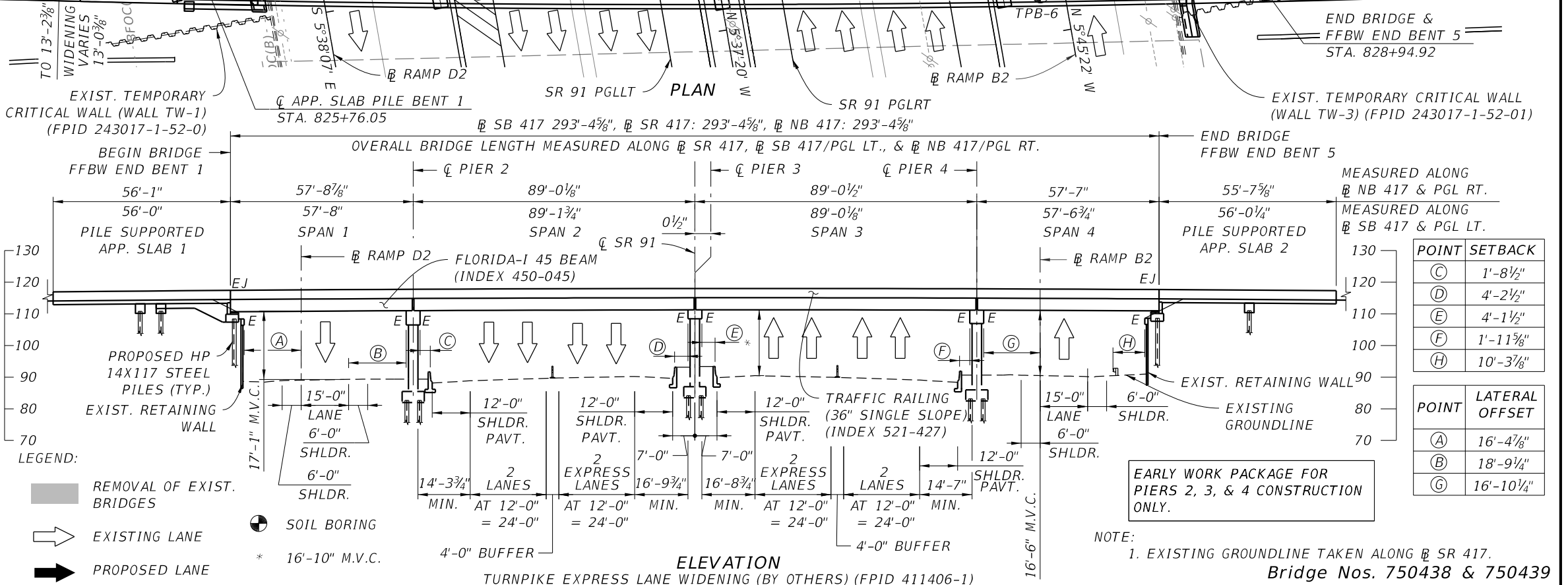
BY: _____

Exhibit List: Exhibit A – Preliminary Plans
Exhibit B – Final Plans

Exhibit A
Preliminary Plans



SR 417 BRIDGE STATIONS			
POINT	LOCATION	BRIDGE NO. 750438	BRIDGE NO. 750439
①	BEGIN APPROACH SLAB 1	725+31.45	725+31.59
②	CL APP. SLAB PILE BENT 1	725+62.01	725+62.19
③	BEGIN BRIDGE FFBW END BENT 1	725+87.46	725+87.68
④	CL PIER 2	726+45.30	726+45.43
⑤	CL PIER 3	727+34.45	727+34.45
⑥	CL PIER 4	728+23.46	728+23.50
⑦	END BRIDGE FFBW END BENT 5	728+81.03	728+81.09
⑦	CL APPROACH SLAB PILE BENT 2	729+06.33	729+06.39
⑧	END APPROACH SLAB 2	729+36.67	729+36.73



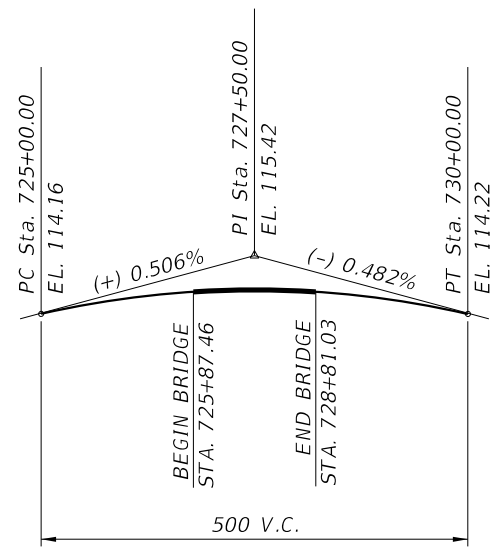
- LEGEND:
- REMOVAL OF EXIST. BRIDGES
 - EXISTING LANE
 - PROPOSED LANE
 - SOIL BORING
 - 16'-10" M.V.C.

POINT	SETBACK
Ⓒ	1'-8 1/2"
Ⓓ	4'-2 1/2"
Ⓔ	4'-1 1/2"
Ⓕ	1'-11 1/8"
Ⓖ	10'-3 1/8"

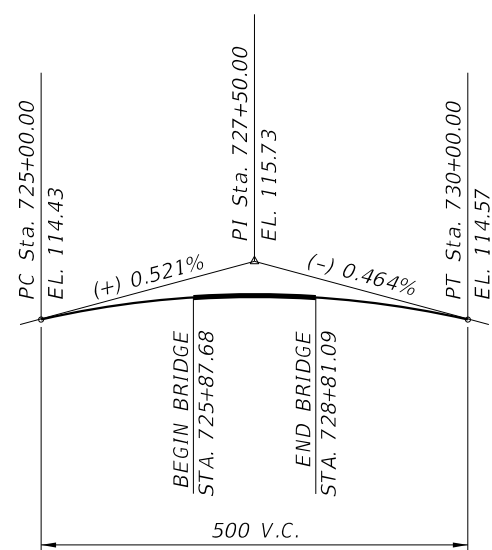
POINT	LATERAL OFFSET
Ⓐ	16'-4 7/8"
Ⓑ	18'-9 1/4"
Ⓒ	16'-10 1/4"

NOTE:
1. EXISTING GROUNDLINE TAKEN ALONG SR 417.
Bridge Nos. 750438 & 750439

REVISIONS DATE BY DESCRIPTION PRELIMINARY NOT FOR CONSTRUCTION		MICHAEL A. THRASHER, P.E. P.E. LICENSE NUMBER 74725 RS&H, INC. 1715 N. WESTSHORE BOULEVARD, SUITE 600 TAMPA, FLORIDA 33607-3999 CERTIFICATE OF AUTHORIZATION NO. 5620		DRAWN BY: ACO CHECKED BY: MAT DESIGNED BY: ACO CHECKED BY: MAT		SR 417 SECTION 142 CFX PROJECT NO. 417-142		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SHEET TITLE: PLAN AND ELEVATION (1 OF 2) SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91) PROJECT NAME: EARLY WORKS - SR 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD		REF. DWG. NO. SHEET NO. B4-1	
---	--	--	--	---	--	---	--	---	--	---	--	------------------------------------	--



VERTICAL CURVE DATA
SB 417 BRIDGE
& PGL LT.



VERTICAL CURVE DATA
NB 417 BRIDGE
& PGL RT.

SB 417 & PGL LEFT
HORIZONTAL CURVE DATA

CURVE DATA SB-417-1
 PI STA. = 617+95.33
 Δ = 23° 13' 07" (LT)
 D = 0° 44' 56"
 T = 1571.910'
 L = 3100.679'
 R = 7651.440'
 PC STA. = 602+23.42
 PT STA. = 633+24.09
 e = 0.028

SR 417
HORIZONTAL CURVE DATA

CURVE DATA 417-10
 PI STA. = 718+15.11
 Δ = 24° 43' 07" (LT)
 D = 0° 45' 00"
 T = 1673.953'
 L = 3295.816'
 R = 7639.440'
 PC STA. = 701+41.16
 PT STA. = 734+36.98

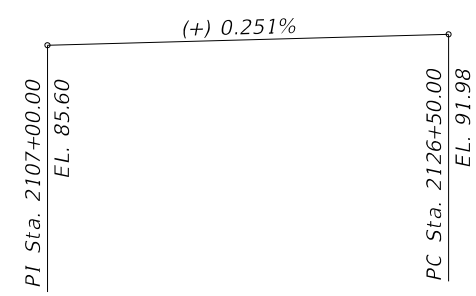
NB 417 & PGL RIGHT
HORIZONTAL CURVE DATA

CURVE DATA NB-417-1
 PI STA. = 818+35.68
 Δ = 26° 04' 05" (LT)
 D = 0° 44' 51"
 T = 1774.677'
 L = 3487.916'
 R = 7666.194'
 PC STA. = 800+61.00
 PT STA. = 835+48.91
 e = 0.028

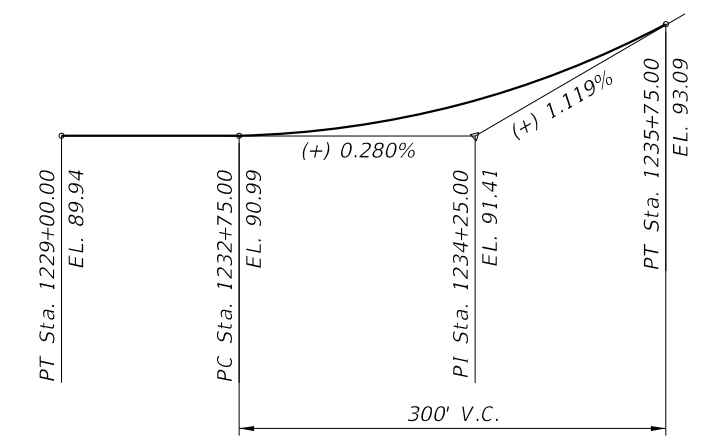
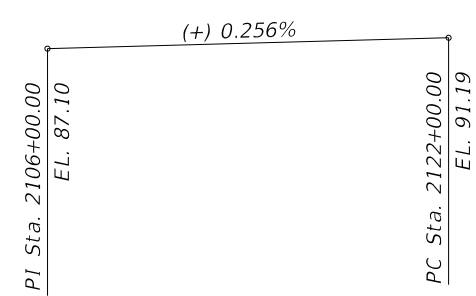
ESTIMATED SR 417 TRAFFIC DATA

CURRENT YEAR (2018) AADT = 91,500
 OPENING YEAR (2025) AADT = 130,100
 DESIGN YEAR (2045) AADT = 176,300
 T = N/A (24 HOUR)
 K = 9%
 D = 45%
 DESIGN SPEED = 70 MPH

SR 91 PGLLT
VERTICAL PROFILE DATA

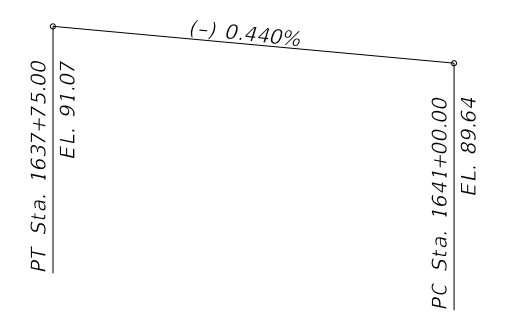


SR 91 PGLRT
VERTICAL PROFILE DATA



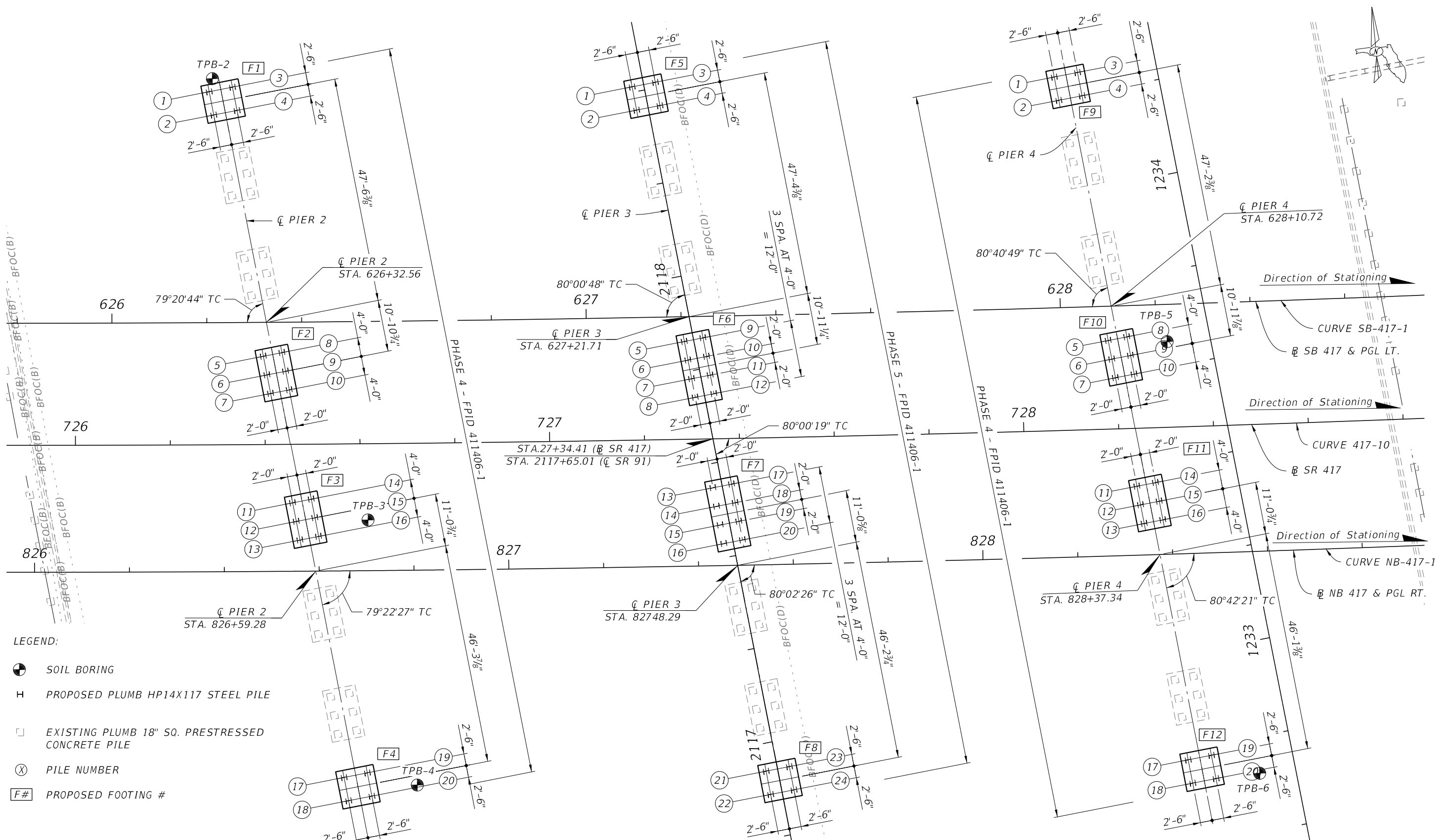
RAMP B2
VERTICAL PROFILE DATA

RAMP D2
VERTICAL PROFILE DATA



Bridge Nos. 750438 & 750439

REVISIONS						MICHAEL A. THRASHER, P.E. P.E. LICENSE NUMBER 74725 RS&H, INC. 1715 N. WESTSHORE BOULEVARD, SUITE 600 TAMPA, FLORIDA 33607-3999 CERTIFICATE OF AUTHORIZATION NO. 5620	DRAWN BY: JDM CHECKED BY: MAT DESIGNED BY: JDM CHECKED BY: MAT	SR 417 SECTION 142 CFX PROJECT NO. 417-142	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SHEET TITLE:	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					PLAN AND ELEVATION (2 OF 2) SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)	
					PRELIMINARY NOT FOR CONSTRUCTION				PROJECT NAME: EARLY WORKS - SR 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD	SHEET NO. B4-2	



- LEGEND:**
- SOIL BORING
 - H PROPOSED PLUMB HP14X117 STEEL PILE
 - EXISTING PLUMB 18" SQ. PRESTRESSED CONCRETE PILE
 - ⊗ PILE NUMBER
 - F# PROPOSED FOOTING #

- NOTES:**
1. FOR HORIZONTAL CURVE DATA, SEE PLAN AND ELEVATION SHEET (2 OF 2).
 2. FOR UTILITY DISPOSITIONS, SEE UTILITY ADJUSTMENT SHEETS.

Bridge Nos. 750438 & 750439

REVISIONS						DRAWN BY: JDM	CHECKED BY: MAT	DESIGNED BY: JDM	CHECKED BY: MAT	SR 417 SECTION 142	CFX PROJECT NO. 417-142	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SHEET TITLE: FOUNDATION LAYOUT SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION									
PRELIMINARY NOT FOR CONSTRUCTION														
													SHEET NO. B4-3	

PILE DATA TABLE

INSTALLATION CRITERIA								DESIGN CRITERIA								
PIER or BENT NUMBER	PILE SIZE (in.)	NOMINAL BEARING RESISTANCE (tons)	NOMINAL UPLIFT RESISTANCE (tons)	MINIMUM TIP ELEVATION (ft.)	PILE ORDER LENGTH (ft.)	REQUIRED JET ELEVATION (ft.)	REQUIRED PREFORM ELEVATION (ft.)	FACTORED DESIGN LOAD (tons)	FACTORED DESIGN UPLIFT LOAD (tons)	DOWN DRAG (tons)	TOTAL SCOUR RESISTANCE (tons)	NET SCOUR RESISTANCE (tons)	100-YEAR SCOUR ELEVATION (ft.)	LONG TERM SCOUR ELEVATION (ft.)	Ø COMPRESSION	Ø UPLIFT
PIER 2	HP 14 X 117	185	N/A	SEE NOTE 3	100.00	N/A	N/A	138	N/A	N/A	N/A	N/A	N/A	N/A	0.75	N/A
PIER 3	HP 14 X 117	185	N/A	SEE NOTE 3	105.00	N/A	N/A	138	N/A	N/A	N/A	N/A	N/A	N/A	0.75	N/A
PIER 4	HP 14 X 117	185	N/A	SEE NOTE 3	100.00	N/A	N/A	138	N/A	N/A	N/A	N/A	N/A	N/A	0.75	N/A

$$\frac{\text{FACTORED DESIGN LOAD} + \text{NET SCOUR RESISTANCE} + \text{DOWN DRAG}}{\phi} \leq \text{NOMINAL BEARING RESISTANCE}$$

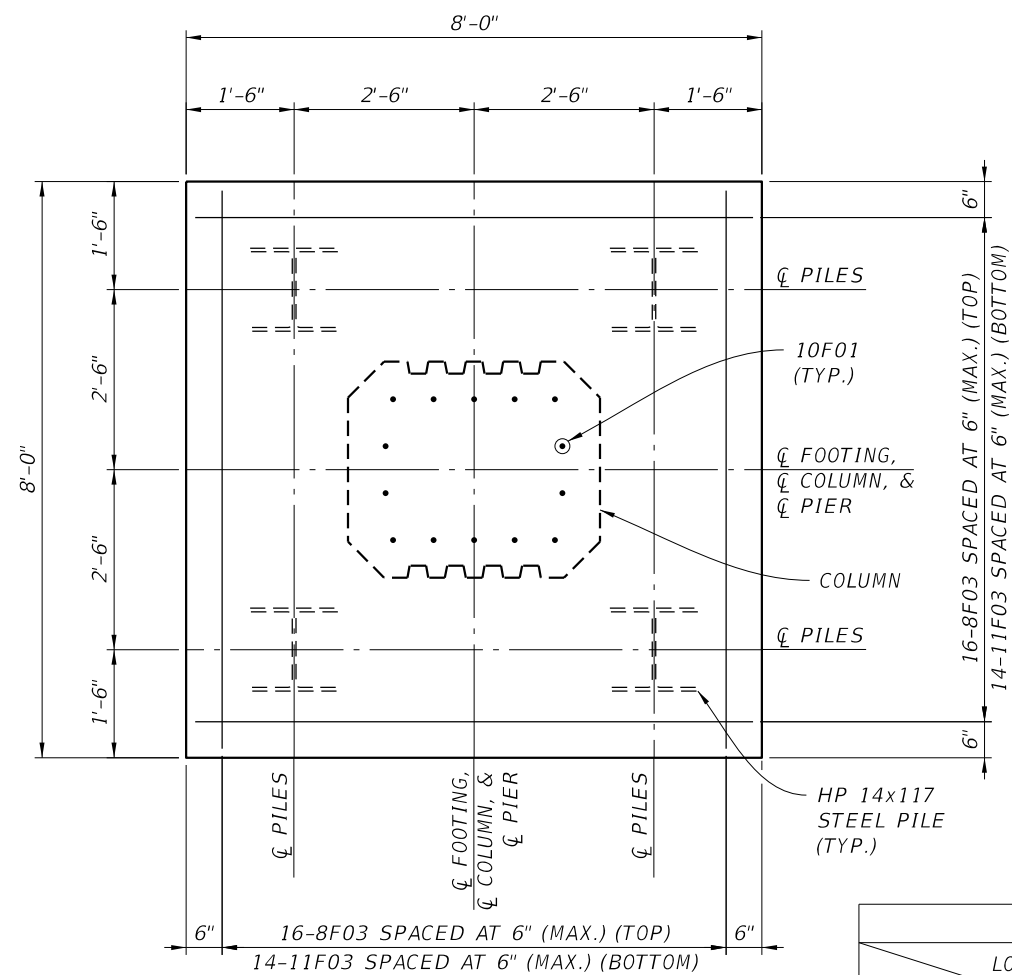
- NOMINAL UPLIFT RESISTANCE - THE ULTIMATE SIDE FRICTION CAPACITY THAT MUST BE OBTAINED BELOW THE 100 YEAR SCOUR ELEVATION TO RESIST PULLOUT OF THE PILE (SPECIFY ONLY WHEN DESIGN REQUIRES TENSION CAPACITY).
- TOTAL SCOUR RESISTANCE - AN ESTIMATE OF THE ULTIMATE STATIC SIDE FRICTION RESISTANCE PROVIDED BY THE SCOURABLE SOIL.
- NET SCOUR RESISTANCE - AN ESTIMATE OF THE ULTIMATE STATIC SIDE FRICTION RESISTANCE PROVIDED BY THE SOIL FROM THE REQUIRED PREFORMED OR JETTING ELEVATION TO THE SCOUR ELEVATION.
- 100-YEAR SCOUR ELEVATION - ESTIMATED ELEVATION OF SCOUR DUE TO THE 100 YEAR STORM EVENT.
- LONG TERM SCOUR ELEVATION - ESTIMATED ELEVATION OF SCOUR USED IN DESIGN FOR EXTREME EVENT LOADING.

PILE INSTALLATION NOTES:

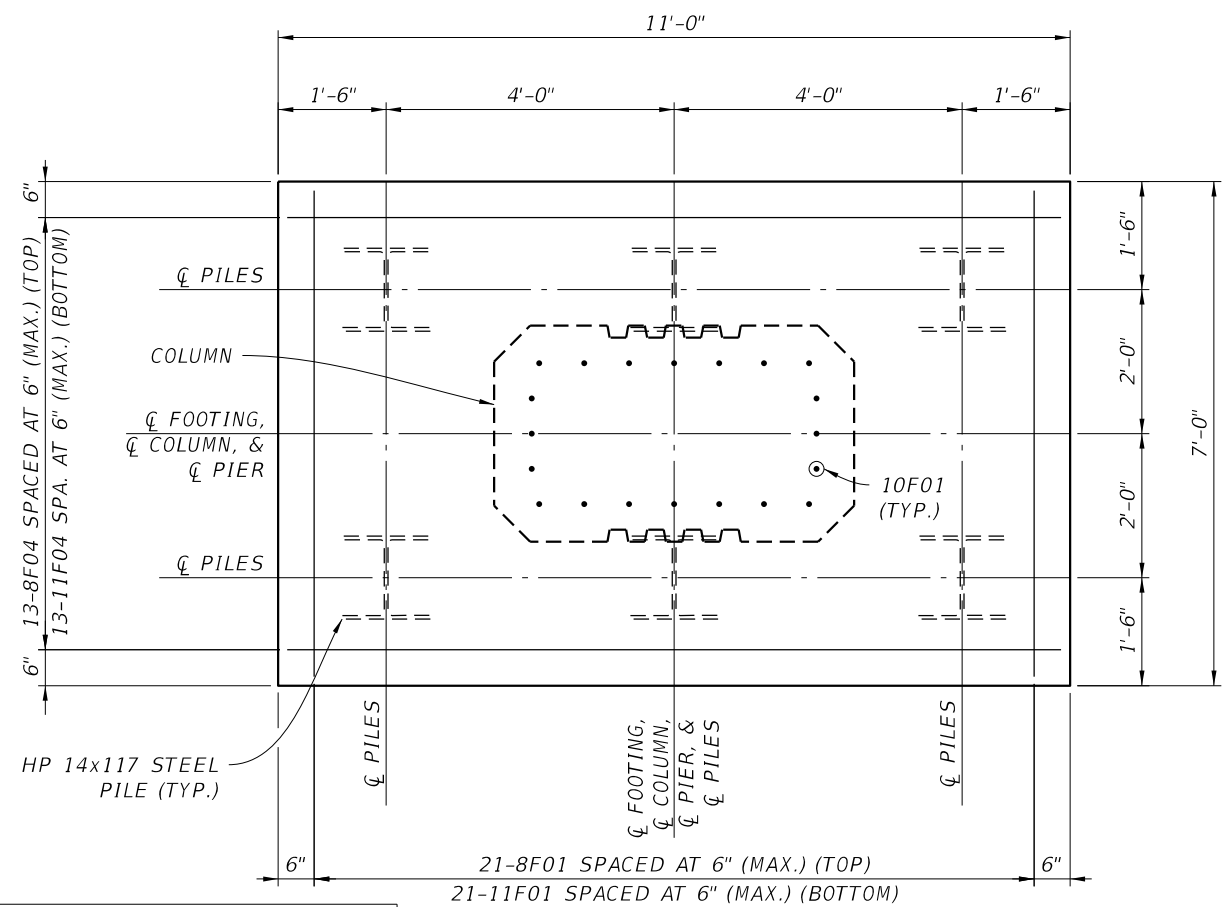
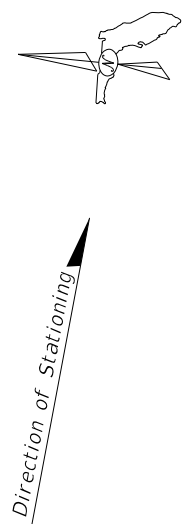
1. PILES ARE TO BE DRIVEN WITH 100% DYNAMIC TESTING.
2. CONTRACTOR SHALL NOTIFY ALL INVOLVED UTILITY COMPANIES AND VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY PILE INSTALLATION ACTIVITIES. ASSURE THAT UTILITIES ARE PROPERLY MAINTAINED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
3. MINIMUM TIP ELEVATION SHALL BE IN ACCORDANCE WITH SECTION 455 OF THE STANDARD SPECIFICATIONS.
4. ALL PILES ARE TO BE PLUMB HP 14X117 STEEL PILES.
5. NO JETTING WILL BE ALLOWED WITHOUT THE APPROVAL OF THE ENGINEER.
6. EMBED PILES A MINIMUM OF 1'-0" INTO CONCRETE CAPS.
7. FOR BORING LOCATIONS AND DATA, SEE REPORT OF CORE BORINGS SHEETS.
8. PILE SPLICES SHALL BE ANTICIPATED. FOR WELDED PILE SPLICE DETAILS AND NOTES, SEE "STEEL PILE SPLICE DETAILS" SHEET. MINIMUM LENGTH OF PILE SECTION IS 20'-0".
9. PILES SHALL NOT BE COATED.
10. A VIBRATORY HAMMER IS NOT ALLOWED FOR THE HP 14X117 PILE INSTALLATION.
11. THE CONTRACTOR SHALL ANTICIPATE THAT SET-CHECKS AND RE-DRIVES WILL BE REQUIRED TO ACHIEVE THE REQUIRED NOMINAL BEARING RESISTANCE. SET-CHECKS AND RE-DRIVES ARE TO BE CONDUCTED IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 455.
12. ANTICIPATE DIFFICULT INSTALLATION, SPECIALIZED EQUIPMENT AND RESTRICTED ACCESS FOR PIER CONSTRUCTION ACTIVITIES. ALL LABOR, EQUIPMENT, MATERIALS, AND INCIDENTALS RELATED TO DIFFICULT INSTALLATION, SPECIALIZED EQUIPMENT, AND RESTRICTED ACCESS ARE INCIDENTAL TO THE AFFECTED PAY ITEM.

Bridge Nos. 750438 & 750439

REVISIONS						MICHAEL A. THRASHER, P.E. P.E. LICENSE NUMBER 74725 RS&H, INC. 1715 N. WESTSHORE BOULEVARD, SUITE 600 TAMPA, FLORIDA 33607-3999 CERTIFICATE OF AUTHORIZATION NO. 5620	DRAWN BY: EJP CHECKED BY: MAT DESIGNED BY: EJP CHECKED BY: MAT	SR 417 SECTION 142 CFX PROJECT NO. 417-142	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SHEET TITLE:	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)	
PRELIMINARY NOT FOR CONSTRUCTION								PROJECT NAME:	SHEET NO.		
								EARLY WORKS - SR 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD	B4-4		

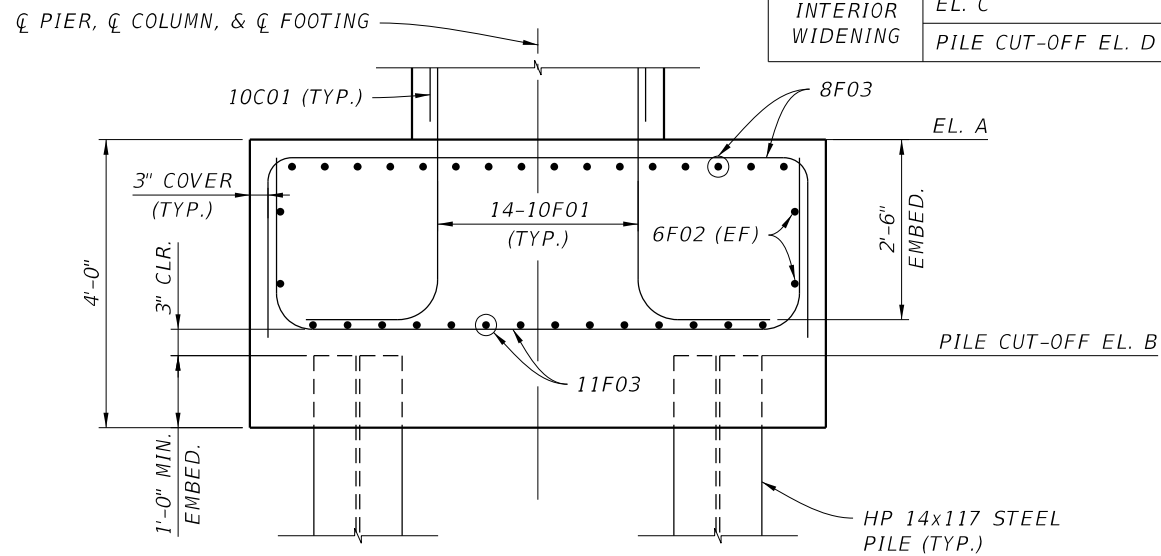


PLAN
(EXTERIOR WIDENINGS)
(PIERS 2, 3, & 4)

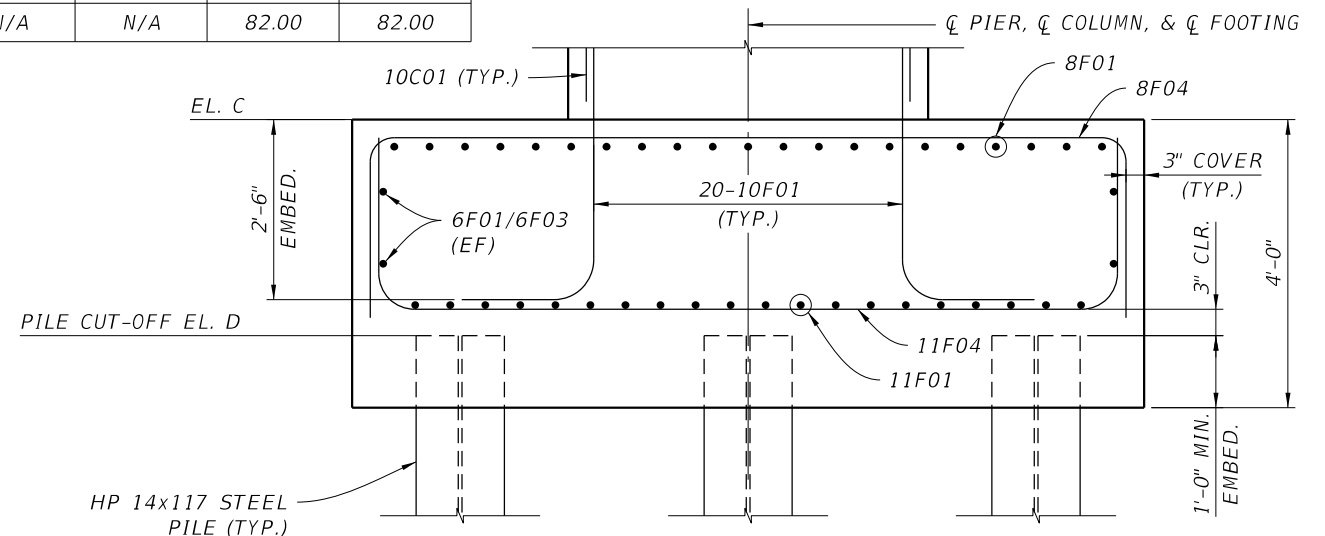


PLAN
(INTERIOR WIDENINGS)
(PIERS 2 & 4)

ELEVATION TABLE							
LOCATION	PIER 2		PIER 3		PIER 4		
	(NB)	(SB)	(NB)	(SB)	(NB)	(SB)	
EXTERIOR WIDENING	EL. A		85.50		85.50		
PILE CUT-OFF EL. B	82.50		83.50		82.00		
INTERIOR WIDENING	EL. C		N/A		85.00		
PILE CUT-OFF EL. D	82.50		N/A		82.00		



ELEVATION
(EXTERIOR WIDENINGS)
(PIERS 2, 3, & 4)



ELEVATION
(INTERIOR WIDENINGS)
(PIERS 2 & 4)

NOTE:
1. PLACE 10F01 TO MATCH THE LOCATION OF 10C01 BARS AS SHOWN IN SECTION C-C and D-D ON THE PIER DETAILS SHEET.

Bridge Nos. 750438 & 750439

REVISIONS						DRAWN BY: JDM	CHECKED BY: MAT	DESIGNED BY: JDM	CHECKED BY: MAT	SHEET TITLE: FOOTING DETAILS (1 OF 2) SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						

**PRELIMINARY
NOT FOR
CONSTRUCTION**

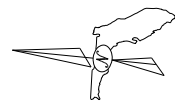
MICHAEL A. THRASHER, P.E.
P.E. LICENSE NUMBER 74725
RS&H, INC.
1715 N. WESTSHORE BOULEVARD, SUITE 600
TAMPA, FLORIDA 33607-3999
CERTIFICATE OF AUTHORIZATION NO. 5620

SR 417
SECTION 142
CFX PROJECT NO.
417-142

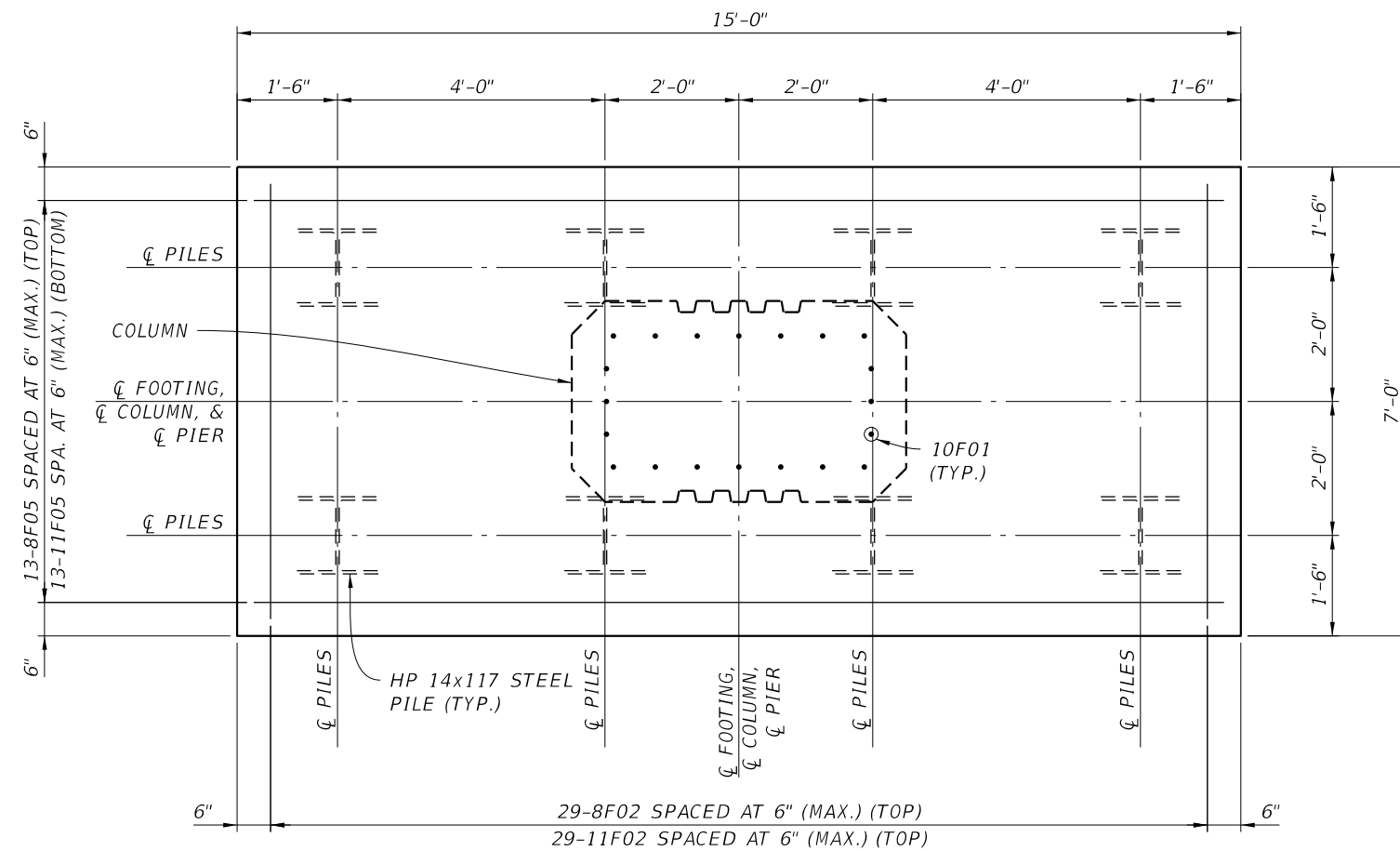
**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

PROJECT NAME:
EARLY WORKS - SR 417 WIDENING FROM
JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD

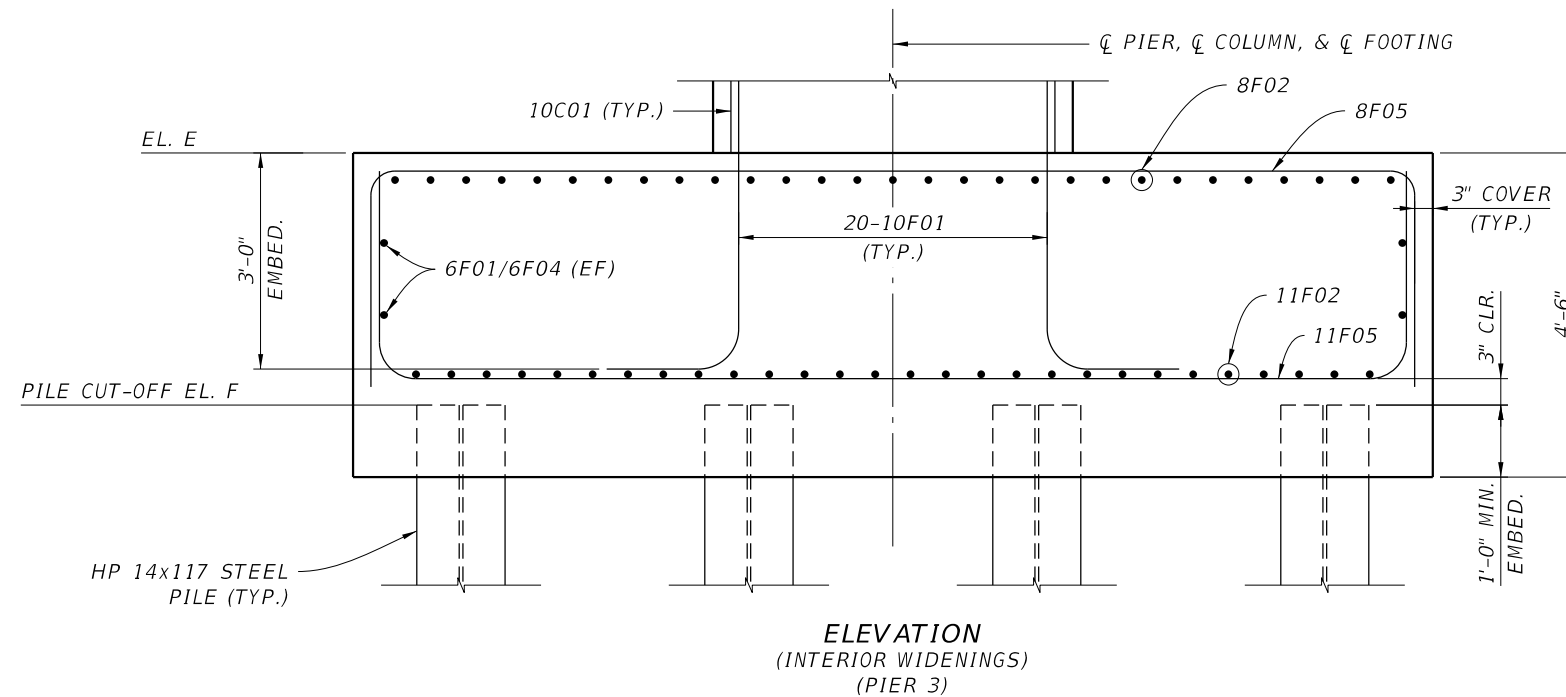
SHEET NO.
B4-5



Direction of Stationing



PLAN
(INTERIOR WIDENINGS)
(PIER 3)



ELEVATION
(INTERIOR WIDENINGS)
(PIER 3)

ELEVATION TABLE		
ELEVATION	PIER 3 INTERIOR	
	(NB)	(SB)
EL. E	86.50	86.50
PILE CUT-OFF EL. F	83.00	83.00

NOTE:
1. PLACE 10F01 TO MATCH THE LOCATION OF 10C01 BARS AS SHOWN IN SECTION D-D ON THE PIER DETAILS SHEET.

Bridge Nos. 750438 & 750439

REVISIONS						DRAWN BY: JDM	SR 417 SECTION 142	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SHEET TITLE: FOOTING DETAILS (2 OF 2) SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					
						CHECKED BY: MAT	CFX PROJECT NO. 417-142			
						DESIGNED BY: JDM			PROJECT NAME: EARLY WORKS - SR 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD	SHEET NO. B4-6
						CHECKED BY: MAT				

**PRELIMINARY
NOT FOR
CONSTRUCTION**

MICHAEL A. THRASHER, P.E.
P.E. LICENSE NUMBER 74725
RS&H, INC.
1715 N. WESTSHORE BOULEVARD, SUITE 600
TAMPA, FLORIDA 33607-3999
CERTIFICATE OF AUTHORIZATION NO. 5620

DRAWN BY:
JDM
CHECKED BY:
MAT
DESIGNED BY:
JDM
CHECKED BY:
MAT

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

SHEET TITLE:
FOOTING DETAILS (2 OF 2)
SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)
PROJECT NAME:
EARLY WORKS - SR 417 WIDENING FROM
JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD
SHEET NO.
B4-6

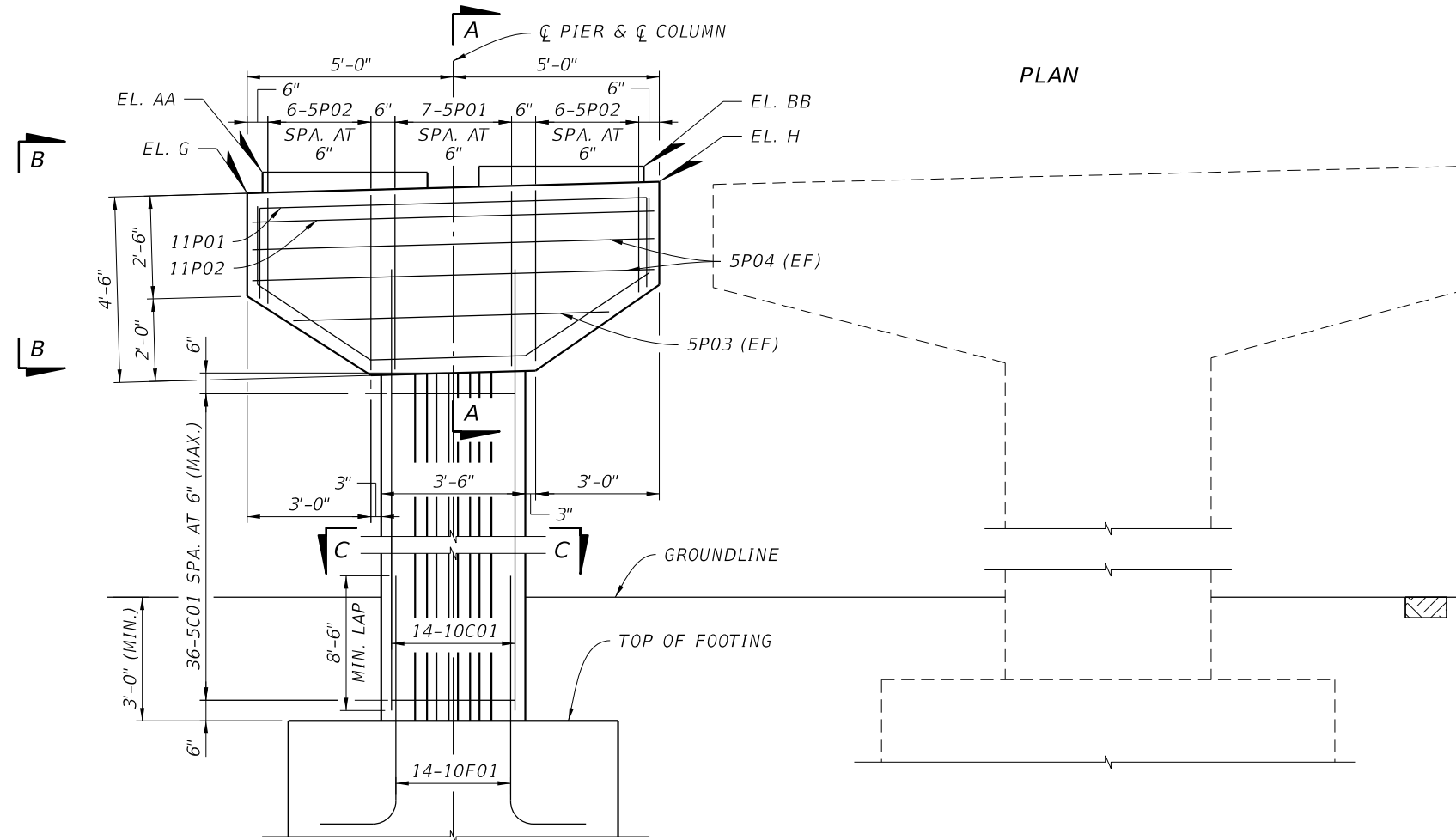
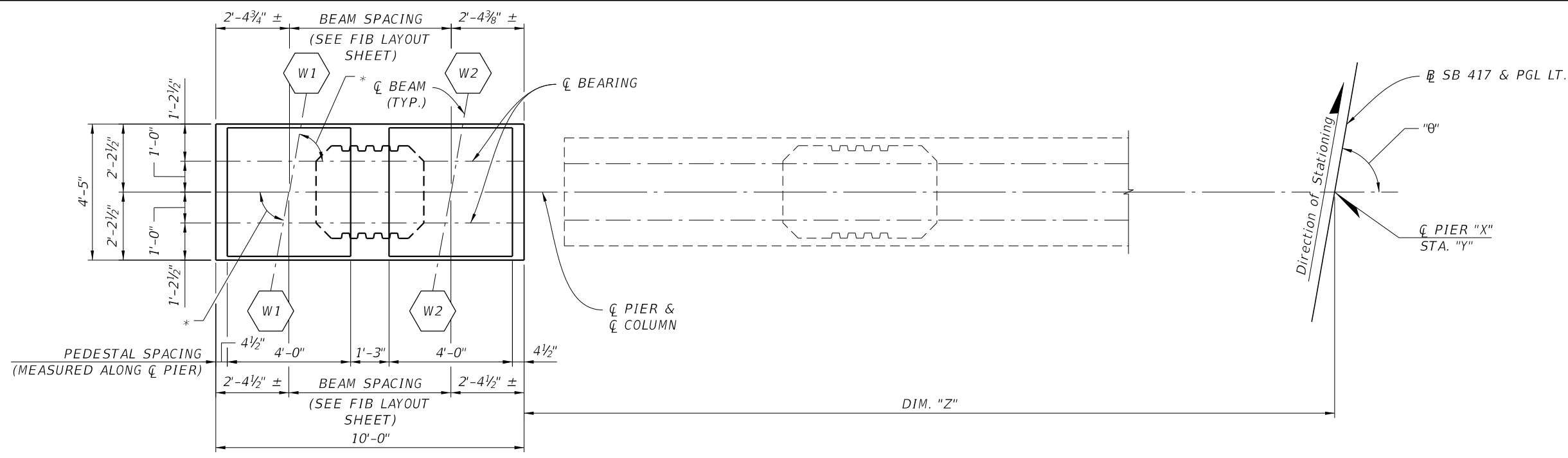
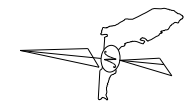


TABLE OF VARIABLES							
PIER NO. "X"	STA. "Y"	DIM. "Z"	"θ"	ELEVATIONS			
				"G"	"H"	"AA"	"BB"
2	626+32.56	42'-6 3/8"	79°20'44" TC	107.750	108.030	108.440	108.587
3	627+21.71	42'-4 3/8"	80°00'48" TC	108.000	108.277	108.586	108.731
4	628+10.72	42'-2 3/8"	80°40'49" TC	108.000	108.274	108.572	108.716

NOTES:
 1. FOR SECTIONS A-A, C-C, AND VIEW B-B, SEE PIER DETAILS SHEET.
 2. FOR FOOTING REINFORCEMENT, SEE FOOTING DETAILS SHEET.
 * FOR ANGLES BETWEEN \bar{C} BEAMS AND \bar{C} PIERS SEE FLORIDA-I BEAM (FIB) LAYOUT SHEET.

ELEVATION

Bridge No. 750438

REVISIONS						MICHAEL A. THRASHER, P.E. P.E. LICENSE NUMBER 74725 RS&H, INC. 1715 N. WESTSHORE BOULEVARD, SUITE 600 TAMPA, FLORIDA 33607-3999 CERTIFICATE OF AUTHORIZATION NO. 5620	DRAWN BY: JDM CHECKED BY: MAT DESIGNED BY: JDM CHECKED BY: MAT	SR 417 SECTION 142 CFX PROJECT NO. 417-142	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SHEET TITLE:	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					PIERS 2, 3, & 4 SB EXTERIOR WIDENING SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)	
					PRELIMINARY NOT FOR CONSTRUCTION				SHEET NO.		
									PROJECT NAME:	EARLY WORKS - SR 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD	
										B4-7	

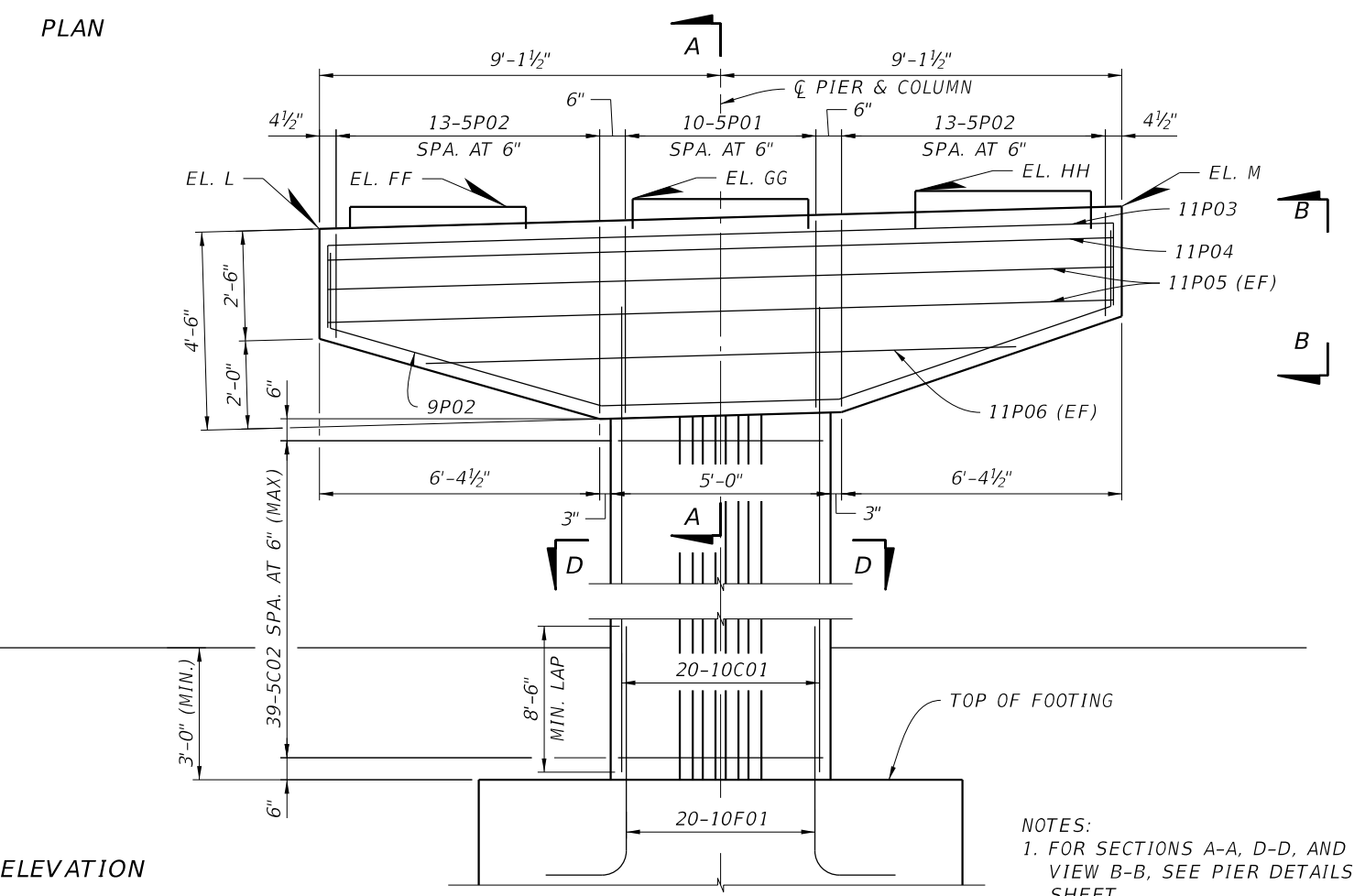
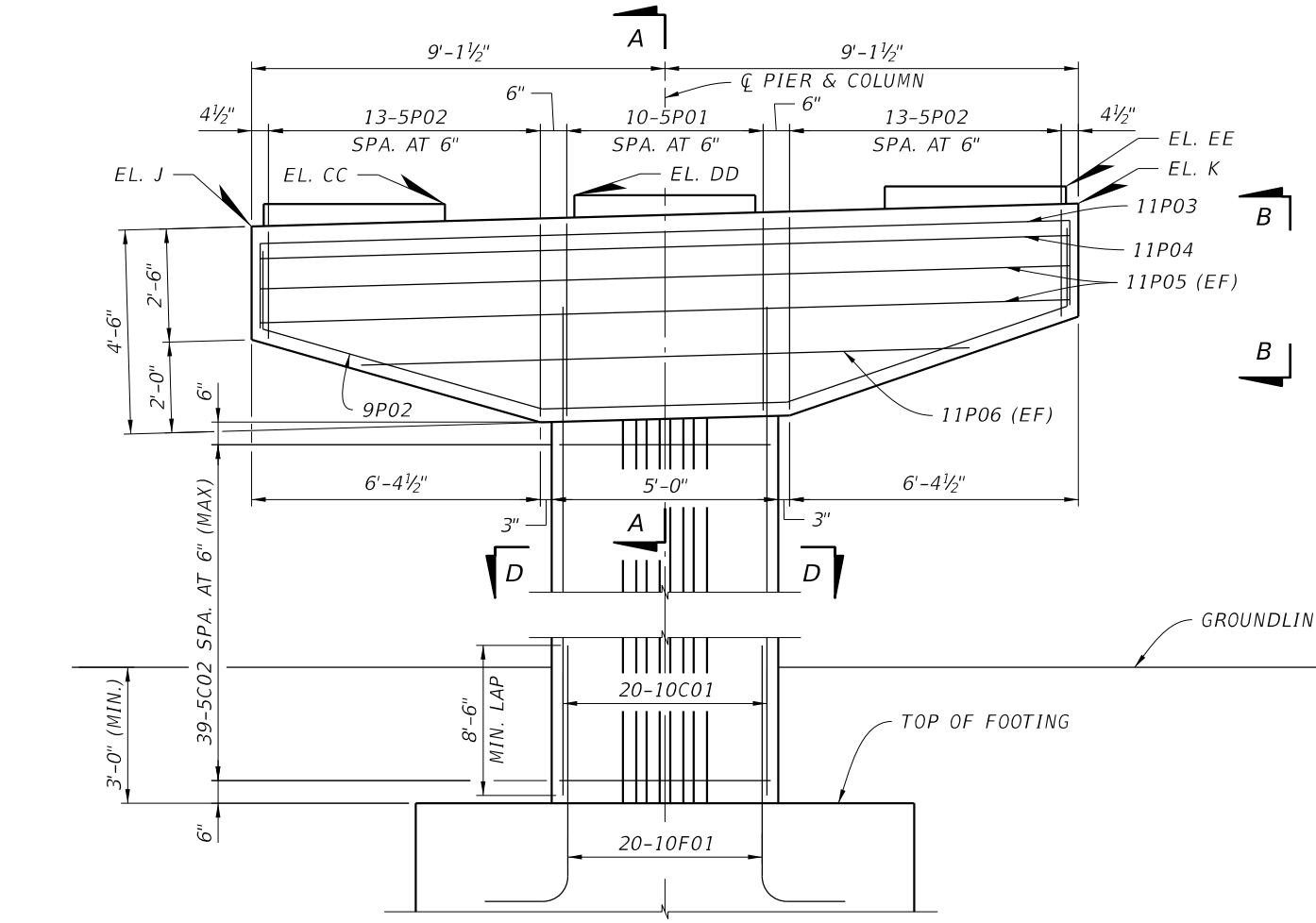
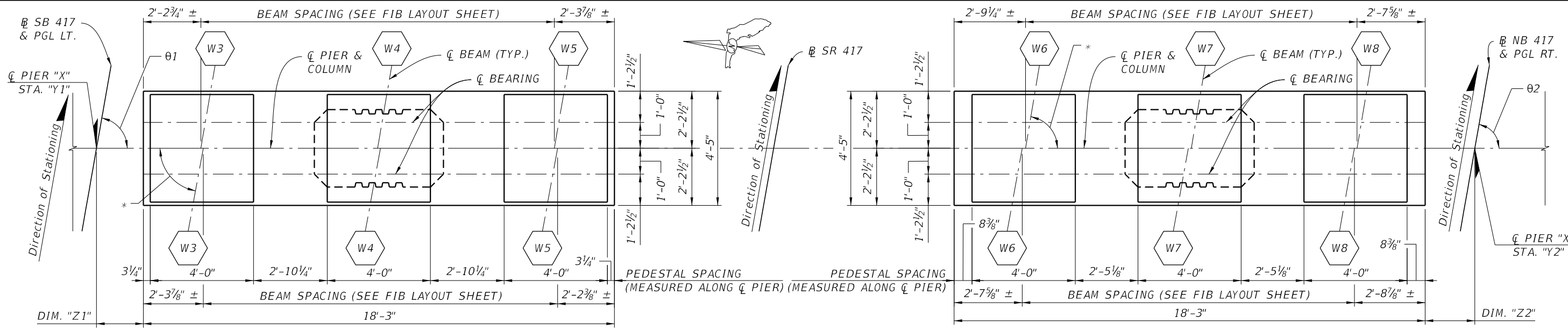


TABLE OF VARIABLES

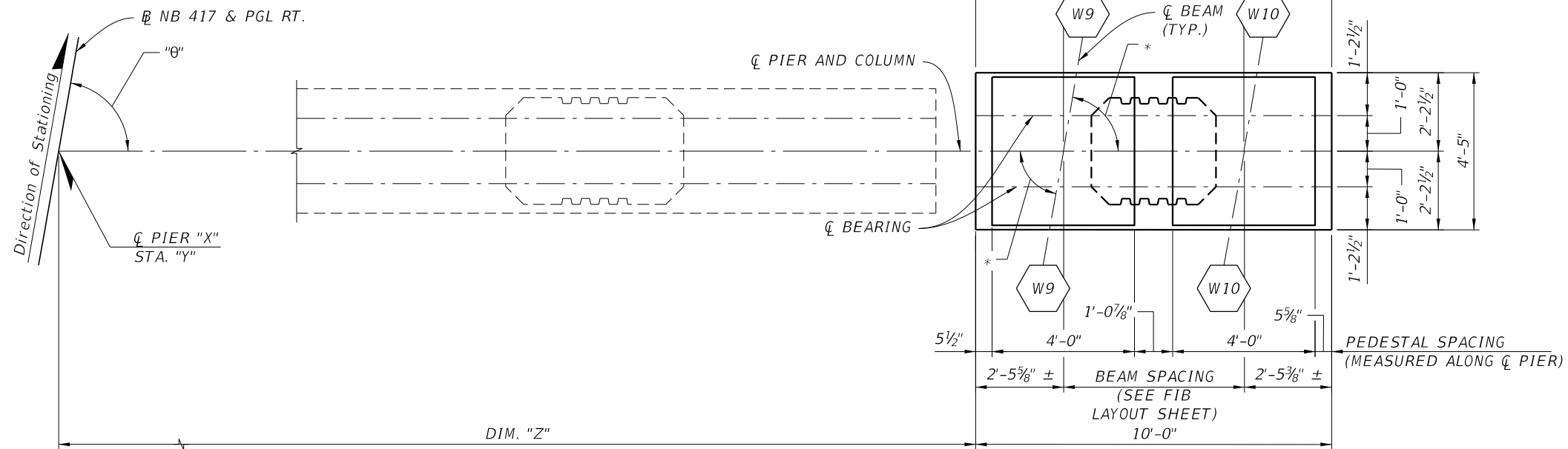
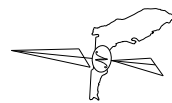
PIER NO.	STA. "Y1" (SB)	STA. "Y2" (NB)	DIM. "Z1"	DIM. "Z2"	$\theta 1$	$\theta 2$	ELEVATIONS									
							"J"	"K"	"L"	"M"	"CC"	"DD"	"EE"	"FF"	"GG"	"HH"
2	626+32.56	826+59.28	1'-9 1/4"	1'-11 1/4"	79°20'44" TC	79°22'27" TC	109.239	109.750	109.000	109.511	109.959	110.151	110.342	109.677	109.857	110.037
3	627+27.71	827+48.29	1'-9 3/4"	1'-11 1/8"	80°00'48" TC	80°02'26" TC	109.489	110.000	109.250	109.761	110.084	110.274	110.464	109.799	109.977	110.155
4	628+10.72	828+37.34	1'-10 3/8"	1'-11 1/4"	80°40'49" TC	80°42'21" TC	109.489	110.000	109.250	109.761	110.054	110.242	110.430	109.771	109.948	110.124

NOTES:
 1. FOR SECTIONS A-A, D-D, AND VIEW B-B, SEE PIER DETAILS SHEET.
 2. FOR FOOTING REINFORCEMENT, SEE FOOTING DETAILS SHEET.

* FOR ANGLES BETWEEN \bar{C} BEAMS AND \bar{C} PIERS, SEE FLORIDA-1 BEAM (FIB) LAYOUT SHEET.

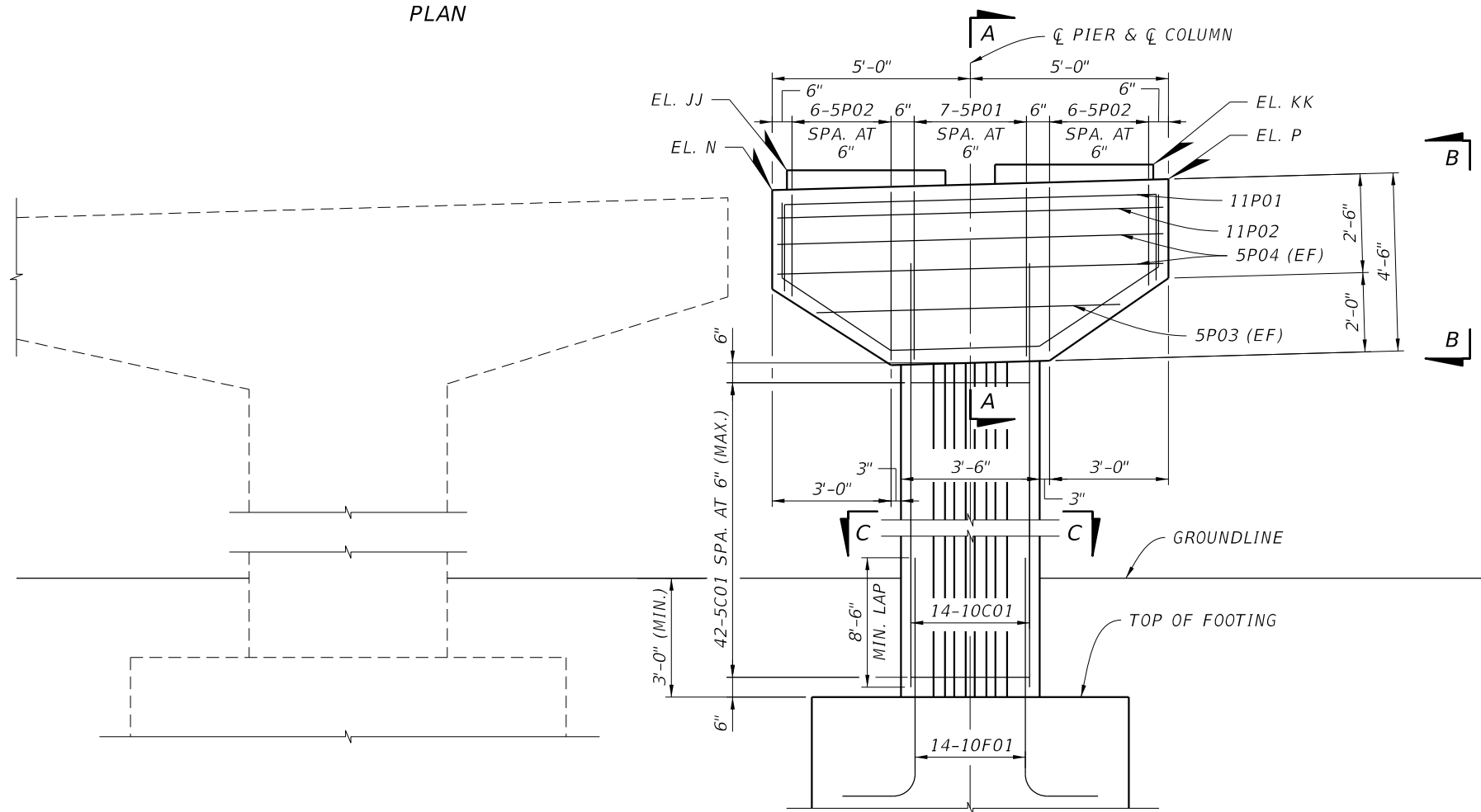
Bridge Nos. 750438 & 750439

REVISIONS DATE BY DESCRIPTION DATE BY DESCRIPTION				MICHAEL A. THRASHER, P.E. P.E. LICENSE NUMBER 74725 RS&H, INC. 1715 N. WESTSHORE BOULEVARD, SUITE 600 TAMPA, FLORIDA 33607-3999 CERTIFICATE OF AUTHORIZATION NO. 5620		DRAWN BY: JDM CHECKED BY: MAT DESIGNED BY: JDM CHECKED BY: MAT		SR 417 SECTION 142 CFX PROJECT NO. 417-142		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SHEET TITLE: PIERS 2, 3, & 4 INTERIOR WIDENING SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)		REF. DWG. NO.	
<p style="text-align: center; color: red; font-weight: bold;">PRELIMINARY NOT FOR CONSTRUCTION</p>										PROJECT NAME: EARLY WORKS - SR 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD		SHEET NO. B4-8			



PLAN

TABLE OF VARIABLES							
PIER NO. "X"	STA. "Y"	DIM. "Z"	"theta"	ELEVATIONS			
				"N"	"P"	"JJ"	"KK"
2	826+59.28	41'-3 7/8"	79°22'27" TC	110.720	111.000	111.387	111.529
3	827+48.29	41'-2 3/4"	80°02'26" TC	110.970	111.250	111.492	111.633
4	828+37.34	41'-1 3/8"	80°42'21" TC	110.970	111.250	111.447	111.586



ELEVATION

NOTE:
1. FOR SECTIONS A-A, C-C, AND VIEW B-B, SEE PIER DETAILS SHEET.

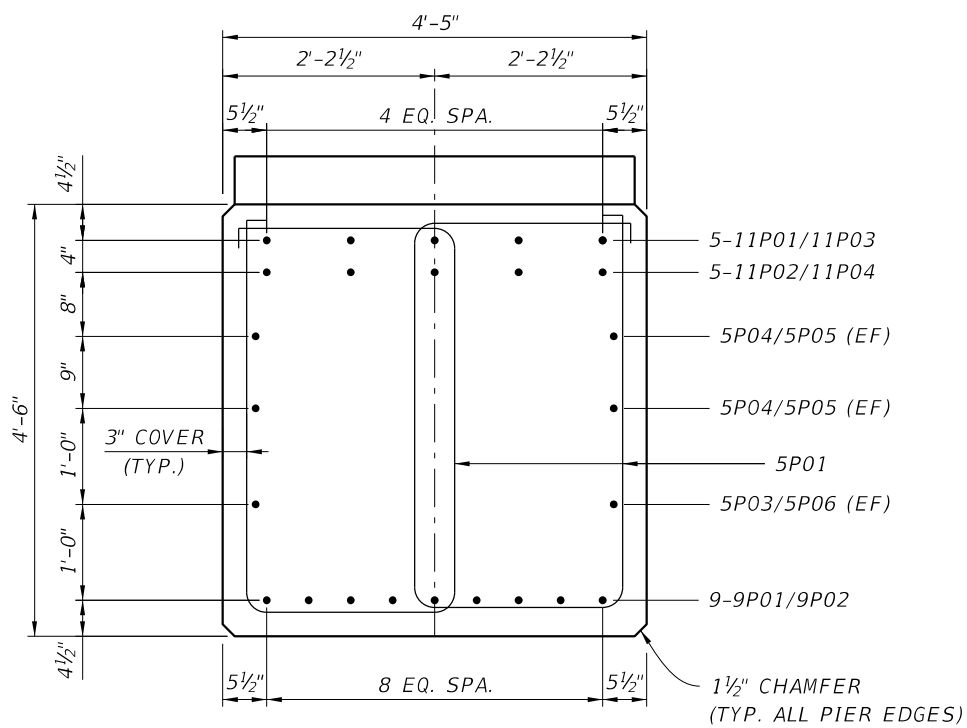
* FOR ANGLES BETWEEN C BEAMS AND C PIERS SEE FLORIDA-I BEAM (FIB) LAYOUT SHEETS.

Bridge No. 750439

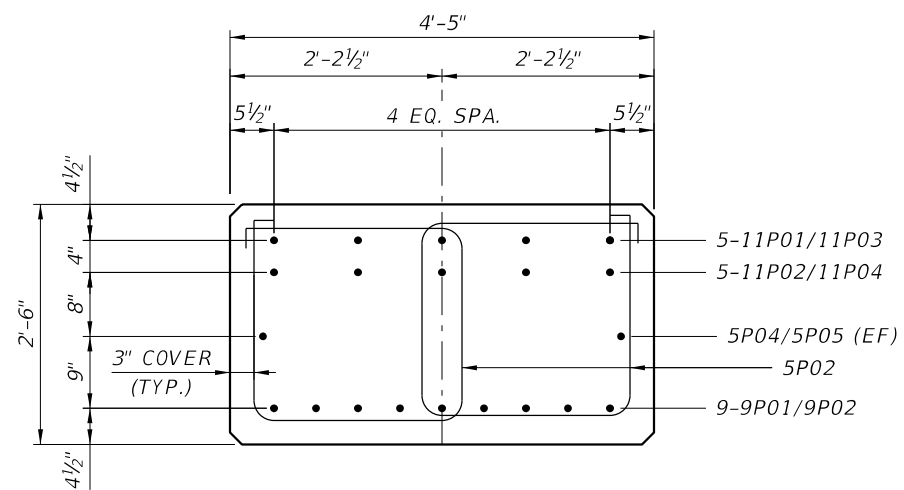
REVISIONS						DRAWN BY: JDM	CHECKED BY: MAT	DESIGNED BY: JDM	CHECKED BY: MAT	SR 417 SECTION 142	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SHEET TITLE: PIERS 2, 3, & 4 NB EXTERIOR WIDENING SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION								
										CFX PROJECT NO. 417-142		PROJECT NAME: EARLY WORKS - SR 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD	SHEET NO. B4-9

**PRELIMINARY
NOT FOR
CONSTRUCTION**

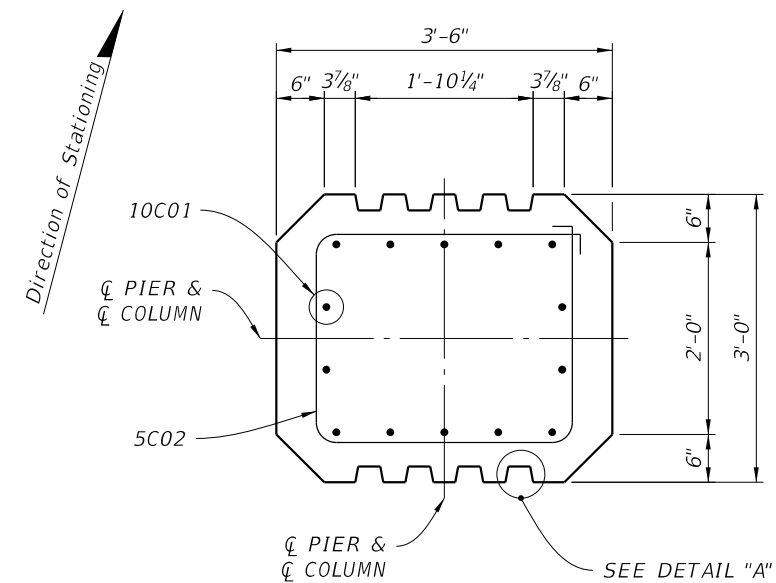
MICHAEL A. THRASHER, P.E.
P.E. LICENSE NUMBER 74725
RS&H, INC.
1715 N. WESTSHORE BOULEVARD, SUITE 600
TAMPA, FLORIDA 33607-3999
CERTIFICATE OF AUTHORIZATION NO. 5620



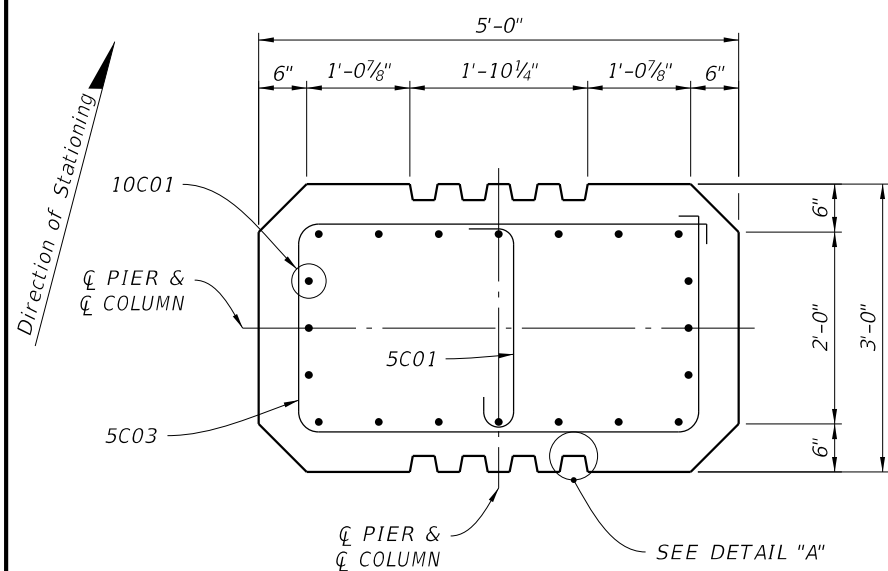
SECTION A-A



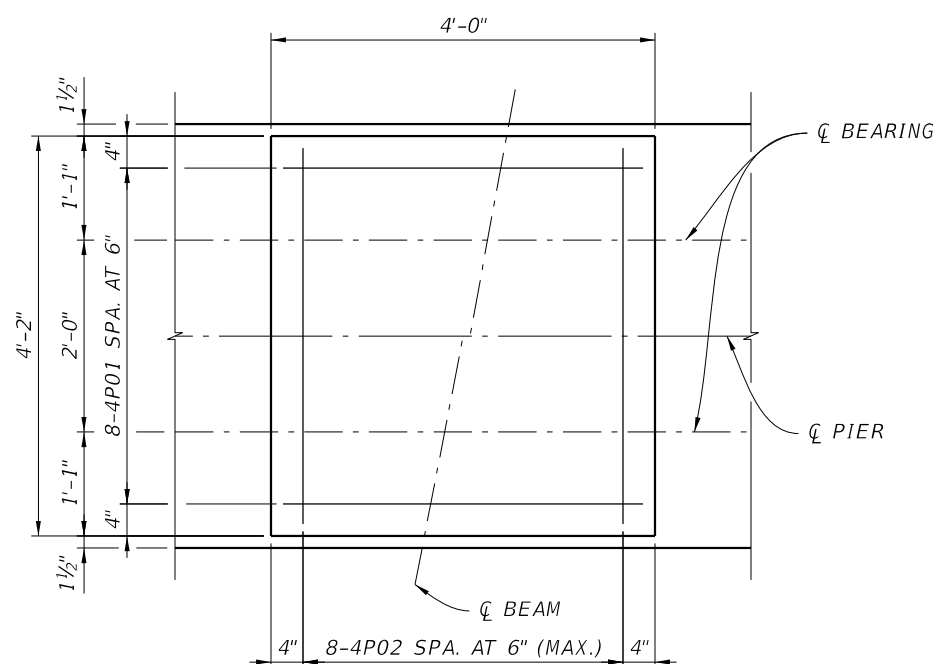
VIEW B-B



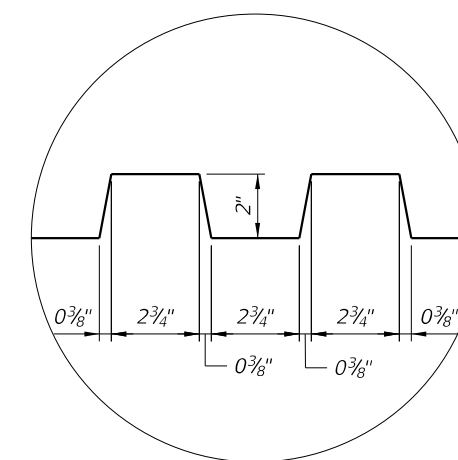
SECTION C-C



SECTION D-D



PLAN VIEW
(PEDESTAL DETAIL)



DETAIL "A"

Bridge Nos. 750438 & 750439

REVISIONS						MICHAEL A. THRASHER, P.E. P.E. LICENSE NUMBER 74725 RS&H, INC. 1715 N. WESTSHORE BOULEVARD, SUITE 600 TAMPA, FLORIDA 33607-3999 CERTIFICATE OF AUTHORIZATION NO. 5620	DRAWN BY: JDM CHECKED BY: MAT DESIGNED BY: JDM CHECKED BY: MAT	SR 417 SECTION 142 CFX PROJECT NO. 417-142	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SHEET TITLE:	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					SR 417 WIDENING OVER FLORIDA'S TURNPIKE (SR 91)	SHEET NO.
					PRELIMINARY NOT FOR CONSTRUCTION				EARLY WORKS - SR 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR BOULEVARD	B4 - 10	

Exhibit B

Final Plans

(To be attached at a later date)

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into by and between the State of Florida, Department of Transportation, Florida's Turnpike Enterprise ("FDOT"), the Central Florida Expressway Authority ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and the Participant are engaged in the following project ("Project"):

Project Name: Turnpike widening / SR 417 bridge improvements
Project #: 411406-1-52-02 (and related FPIDs)
County: Orange County

WHEREAS, FDOT and Participant desire to establish an escrow account for the Project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.
7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2019

SUBJECT: Approval of First Contract Renewal with CH2M Hill, Inc.
for I-4/SR 408 Interchange Corridor Consultant Services
Contract No. 001055

Board approval is requested for the first renewal of the referenced contract with CH2M Hill, Inc. in the amount of \$0.00 for a one year period beginning February 2, 2020 and ending February 1, 2021. The original contract was five years with two one-year renewals.

The services to be provided under this renewal are miscellaneous design consultant services.

Original Contract	\$ 5,300,000.00
First Renewal	\$ 0.00
Total	\$ 5,300,000.00

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 1
CONTRACT NO. 001055**

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

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated December 11, 2014, with a Notice to Proceed date of February 2, 2015, whereby CFX retained the Consultant to provide I-4/SR 408 Interchange Corridor Consultant services as required by CFX.

WHEREAS, pursuant to Article 2.0 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 2nd day of February 2020 and ending the 1st day of February 2021 at the cost of \$0.00.

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

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

CH2M HILL, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
CH2M HILL, INC.**

**I-4/S.R. 408 INTERCHANGE CORRIDOR CONSULTANT
CONTRACT NO. 001055**

**CONTRACT DATE: DECEMBER 11, 2014
CONTRACT AMOUNT: \$5,300,000.00**

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

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

FOR

I-4/S.R. 408 INTERCHANGE CORRIDOR CONSULTANT

CONTRACT NO. 001055

DECEMBER 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Walter A. Ketcham Jr., Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

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D	Exhibit "D", Project Organization Chart

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES
S.R. 408/I-4 INTERCHANGE CORRIDOR CONSULTANT**

THIS AGREEMENT, made and entered into this 11th day of December, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and CH2M HILL, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 255 East Robinson Street, Suite 505, Orlando, Florida 32801.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to provide SR 408/I-4 Interchange Corridor Consultant services.

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

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

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

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

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

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

3.0 TERM OF AGREEMENT AND EXTENSIONS

This is a continuing services Agreement subject to AUTHORITY periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services.

Extension of this Agreement for two one-year extensions may be exercised by the AUTHORITY at its sole discretion. Extensions will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROGRESS SCHEDULE

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

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

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

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

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing design reviews and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion

of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of the AUTHORITY. It is understood and agreed that the AUTHORITY will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Brindley Pieters & Associates, Inc.
Echezabel & Associates, Inc.
Quest Corporation of America
I.F. Rooks and Associates, Inc.

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

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

Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is best described as review by the CONSULTANT of the preliminary and final design plans prepared by the FDOT's Concessionaire selected to construct the I-4 Ultimate Project (limited work contemplated on the AUTHORITY system). The basis of review shall be the complete AUTHORITY design standards and criteria outlined in FDOT's final Request for Proposal documents for the I-4 Ultimate project.

The services include, but are not necessarily limited to, the following as they relate to S.R. 408: comprehensive reviews of all design submittals (roadway and drainage, structural, signing and pavement marking, intelligent transportation systems, signalization, lighting, toll plaza etc.), coordinating environmental permits, utility plans review and coordination, develop durations of services (project schedules), coordinate with other agencies on permitting, traffic operation and safety issues, prepare construction cost estimates, surveying support services, right-of-way support services, geotechnical and geotechnical advisory services for projects, attend meetings and site visits as required to carry out the above services and other miscellaneous consultant project management services as requested by the Authority. It should be noted that multiple project management assignments may be authorized and on-going concurrently.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Bills for fees or other

compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

Subject to the limits of actual compensation received by the CONSULTANT for services provided under this Agreement, the CONSULTANT may be liable for AUTHORITY costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in design reviews performed under this Agreement. The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

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

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

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

in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 DOCUMENT OWNERSHIP AND RECORDS

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments

shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

11.0 TERMINATION

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

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

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

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any

work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty.

It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one

party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

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

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

15.0 THIRD PARTY BENEFICIARY

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

16.0 INSURANCE

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

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

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

16.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately

to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to the AUTHORITY) or the general aggregate limit shall be twice the required occurrence limit. The AUTHORITY shall be listed as an additional insured. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage

for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

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

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

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

All insurance policies shall be issued by responsible companies who are acceptable to the AUTHORITY and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by the AUTHORITY, the AUTHORITY shall have the right to examine copies and relevant provisions of the insurance policies

required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the

AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Director of Public Relations and Communication or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall conform to the proper PMS colors as directed by the Director of Public Relations and Communication. If a black and white logo is utilized, the logo shall be properly screened to insure allayers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Director of Public Relations and Communications or his/her designee.

18.0 STANDARD OF CONDUCT

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

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

19.0 DOCUMENTED ALIENS

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

20.0 CONFLICT OF INTEREST

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

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

subconsultant where the CONSULTANT had design review responsibilities.

Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the design review.

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on December 11, 2014.

CH2M HILL, INC.

BY: [Signature]
Authorized Signature

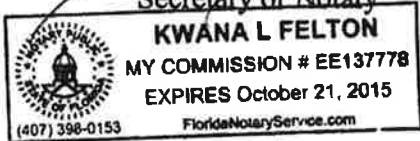
Title: Vice President

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: [Signature]
Director of Procurement

Print Name: Claude Miller

ATTEST: [Signature] (Seal)
Secretary or Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY

[Signature]

Exhibit "A"
SCOPE OF SERVICES
SR 408/I-4 ULTIMATE INTERCHANGE CORRIDOR CONSULTANT

I. Purpose

A. The Central Florida Expressway Authority (Authority) requires professional services and assistance of a SR 408/I-4 Ultimate Interchange Corridor Consultant (SR 408/I-4CC) to serve as an extension of Authority staff and be responsible for providing consultant project management services and associated activities as may be required by the Authority on an as-needed basis. The services to be provided will assist the Authority with meeting commitments made to the Florida Department of Transportation in the Interlocal Agreement outlining the services to be provided by the Authority as part of the I-4 Ultimate P3 project to be delivered by the I-4 Mobility Partners (Concessionaire). It should be noted that multiple project management assignments may be authorized and on-going concurrently. Services provided by the SR 408/I-4CC shall include, but are not necessarily limited to, the following:

1. Comprehensive reviews of all concessionaire design submittals including, but not limited to, survey, roadway, drainage, geotechnical, structural, signing/pavement marking, intelligent transportation systems, signalization, lighting, toll plaza modifications, aesthetics, etc.;
2. Ensuring that all appropriate construction permits, authorized or approved by the Authority or other Agencies, are obtained in a timely fashion by the concessionaire;
3. Utility plan review and coordination;
4. Coordination with other agencies as required;
5. Coordination with FDOT-5, its General Engineering Consultant (GEC) and/or its Construction Oversight consultant (COS) for the project on a regular basis;
6. Ensuring adherence of the concessionaire's calculations and design to the requirements of the I-4 Ultimate project, as related to SR 408 and the interchange with I-4:
 - I-4 Ultimate Project – Volume I – RFP and Concession Agreement
 - I-4 Ultimate Project – Volume II – Technical Requirements (All Sections)
 - I-4 Ultimate Project – Volume III – Additional Mandatory Standards;
7. Attend meetings and site visits as required to fulfill the requirements of this scope of services;
8. Providing oversight and regular reporting of the Concessionaire's self-monitoring obligations during construction to ensure contractual requirements are being met;
9. Reviewing construction progress, both thru field reviews and regular attendance at construction coordination meetings, to ensure contractual requirements are being met;
10. Tracking instances where requirements are not being met during construction and reporting to FDOT those deficiencies found and/or requiring corrective actions:

11. Coordinate with Authority staff to identify and coordinate specialty services of other consultants contracted separately by the Authority to assist with the commitments made to FDOT as part of the Interlocal Agreement;
12. Other miscellaneous consultant project management services as requested by the Authority.

II. Overview

- A. Services provided by the SR 408/I-4CC shall be on an as needed basis and will be initiated and completed as directed by the Authority's Project Manager or other authorized representative. The Authority does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the SR 408/I-4CC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.
- B. The SR 408/I-4CC shall provide a resource pool of qualified professional, technical, and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

III. Standards, Design Criteria, and Reviews

- A. The editions of the applicable standards and policies, including subsequent updates and amendments, in effect at the time of execution of the Agreement between the Authority and design consultant will be used as follows:
 1. I-4 Ultimate Project – Volume I – RFP and Concession Agreement
 2. I-4 Ultimate Project – Volume II – Technical Requirements (All Sections)
 3. I-4 Ultimate Project – Volume III – Additional Mandatory Standards.
 4. The applicable design and construction standards and policies of the Florida Department of Transportation including the Standard Specifications for Road and Bridge Construction, the Design Standards (Index Drawings), Plans Preparation Manual, Basis of Estimates Handbook;
 5. Federal Highway Administration (FHWA);
 6. American Association of State Highway and Transportation Officials (AASHTO);
 7. Transportation Research Board (TRB);
 8. Standard Building Code;
 9. National Electrical Code;
 10. ANSI National Electrical Safety Code;
 11. NFPA Life Safety Code;
- B. The Concessionaire's design consultant has total responsibility to ensure conformity to the "standards of the industry" for the accuracy and completeness of the plans, design, calculations, reports and other documents prepared for the project. Unless specifically stated otherwise, the SR 408/I-4CC shall verify that the concessionaire's

work, throughout the design and construction of the project, conforms to the Authority's design criteria and procedures. Review by the SR 408/I-4CC 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 concessionaire and/or their design consultant.

- C. Review and coordination of the concessionaire's work by the SR 408/I-4CC shall continue from the information developed through the project development process. Submittals by the concessionaire for review by the SR 408/I-4CC will be made as prescribed by the agreement between concessionaire and FDOT.
- D. The SR 408/I-4CC shall complete all reviews and transmit comments to the Authority's Project Manager within 21 calendar days after receipt of the submittal. It should be noted that submittals from multiple disciplines may be on-going concurrently and the SR 408/I-4CC shall keep the Authority's Project Manager aware of the number and discipline of the reviews on-going.

IV. Subcontracting

Services assigned to subconsultants must be approved in advance by the Authority in accordance with the Agreement and the Authority's Procurement Policy. All subconsultants must be qualified by the Authority to perform all work assigned to them. In the event services of a subconsultant are authorized, the SR 408/I-4CC shall obtain a schedule of rates, and the Authority shall review and must approve in advance any rates to be paid to the subconsultant.

V. Conflict of Interest

The SR 408/I-4CC shall not knowingly enter into any other contract with the Authority during the term of the Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the Authority during the term of the Agreement which would create or involve a conflict of interest with the service provided herein. Questions regarding potential conflicts of interest shall be addressed to the Authority's Executive Director for resolution.

VI. Term of Agreement and Renewal

The SR 408/I-4CC Agreement shall remain in Full force and effect for a five (5) year term from the date of the issued *Notice to Proceed* letter. Renewal of the Agreement for up to two (2) one year renewal periods may be exercised by the Authority at its sole discretion. No payment for work performed will be made to the SR 408/I-4CC team members and subconsultants unless it is performed under the SR 408/I-4CC Services budget approved by the Authority or a Letter of Authorization has been mutually agreed to in writing by the parties hereto.

END OF SCOPE OF SERVICES

Exhibit "B"
METHOD OF COMPENSATION
SR 408/I-4 ULTIMATE INTERCHANGE CORRIDOR CONSULTANT

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the SR 408/I-4 Ultimate Interchange Corridor Consultant (SR 408/I-4CC) for the services set forth in Exhibit "A", Scope of Services. The services shall be provided over the duration of the work specified in Section 3.00 of the Agreement.

2.0 AMOUNT OF COMPENSATION

2.1 The Authority agrees to pay the SR 408/I-4CC for the performance of authorized services described in Exhibit "A" an amount not to exceed \$5,300,000.00 for the initial five (5) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount. All compensation shall be authorized by means of individual Work Authorizations.

2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the SR 408/I-4CC for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

The Authority will reimburse the SR 408/I-4CC for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Agreement are expressly made subject to the terms of (1) the Agreement, (2) Federal Acquisition Regulations sub-part 31-2, (3) Office of management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of the Agreement. Allowable Costs and Fees are defined as follows:

3.1 Direct Salaries and Wages: All direct salaries and wages of the SR 408/I-4CC for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the SR 408/I-4CC's staff expected to be used to perform the required services.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

- 3.1.1 **Straight Overtime:** The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.
 - 3.1.2 **Premium Overtime:** The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the Authority's Project Manager.
 - 3.1.3 **Payment of Overtime:** Straight Overtime or Premium Overtime shall be paid in accordance with the SR 408/I-4CC's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the SR 408/I-4CC's clients.
- 3.2 A multiplier of 2.316 shall be applied to all SR 408/I-4CC direct salaries and wages as total compensation for the SR 408/I-4CC's administration overhead and burden costs (indirect charges) and the SR 408/I-4CC's operating margin (profit and risk).
- 3.3 **Expenses:** A Lump Sum Amount will be negotiated and paid for miscellaneous and out-of-pocket expenses for each approved Work Authorization. All non-local SR 408/I-4CC travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061.
- 3.4 **Subconsultant Costs:** Compensation will be based on actual costs of subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the Authority. Subconsultant fees, as authorized by the Authority, will be passed through the SR 408/I-4CC at cost. In lieu of administrative mark-up, the SR 408/I-4CC will charge time and reimbursable costs associated with the management administrative charges to oversee and administer subconsultants.

4.0 METHOD OF COMPENSATION

Unless increased, no more than the Maximum Limiting Amount provided for in Section 2.0 above will be paid by the Authority to the SR 408/I-4CC as follows, subject to the provisions of Section 3.0 above:

- 4.1 The SR 408/I-4CC will be reimbursed monthly for services performed for each approved Work Authorization. Payment to the SR 408/I-4CC will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times a multiplier of 2.316, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The SR 408/I-4CC shall promptly pay all subconsultants their proportionate share of payment received from the Authority.
- 4.2 The SR 408/I-4CC shall earn a portion of its established Lump Sum Expense cost in the amount equal to such Lump Sum equally distributed over the Work Authorization's anticipated duration. Any balance due the SR 408/I-4CC upon completion of a Work Authorization shall be paid in the final invoice.
- 4.3 The SR 408/I-4CC shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the Authority. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.
- 4.4 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payment previously withheld shall be released and paid to SR 408/I-4CC promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT:

- 5.1 Final Audit: The SR 408/I-4CC shall permit the Authority to perform or have performed an audit of the records of the SR 408/I-4CC and any or all Subconsultants to support the compensation paid the SR 408/I-4CC. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the SR 408/I-4CC under this Agreement are subsequently properly disallowed by the Authority because of accounting errors or charges not in conformity with this Agreement, the SR 408/I-4CC agrees that such disallowed amounts are due to the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due the SR 408/I-4CC under any other contract between the Authority and the SR 408/I-4CC

an amount sufficient to satisfy any amount due and owing the Authority by the SR 408/I-4CC under this Agreement. Final payment to the SR 408/I-4CC shall be adjusted for audit results.

- 5.2 **Certificate of Completion:** Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the SR 408/I-4CC, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the SR 408/I-4CC shall either submit a termination invoice for an amount due or refund to the Authority for the overpayment, provided the net difference is not zero.


END OF SECTION

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 29, 2019


SUBJECT: Approval of Supplemental Agreement No. 2 with Dewberry Engineers, Inc. for
General Engineering Consultant (GEC) Services
Contract No. 001145

Board approval is requested for Supplemental Agreement No. 2 with Dewberry Engineers, Inc., for a not to exceed amount of \$6,750,000.00. The original contract was five years with five (5) one-year renewals.

The services include additional GEC support for the design, permitting and right-of-way acquisition phases of the Poinciana Parkway Extension, the Lake/Orange County Connector and the design/build delivery of Poinciana Parkway widening.

Original Contract	\$17,500,000.00
Supplemental Agreement No. 1	\$ 8,345,000.00
Supplemental Agreement No. 2	\$ <u>6,750,000.00</u>
Total	\$32,595,000.00

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services
Contract No. 001145

This Supplemental Agreement No. 2 entered into this 14th day of November, 2019, by and between Central Florida Expressway Authority (“CFX”), and Dewberry Engineers, Inc., (the “Consultant”), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

1. CFX wishes to provide for support of the development and implementation for the Lake/Orange County Connector and Poinciana Parkway Extension. The services as outlined in the original scope of services Section 3.2 – Engineering/Design Support and Section 3.6 – Work Plan Support includes: project management, design phase support, permitting, right-of-way acquisition support, aerial photogrammetry and mobile LIDAR mapping and control survey mapping. The bidding and construction phases support are not included in this supplemental agreement.
2. CFX wishes to provide for support of the development and implementation for the Poinciana Parkway Widening. The services as outlined in the original scope of services Section 3.2 – Engineering/Design Support and Section 3.6 – Work Plan Support includes: project management, design-build phase support, bidding and construction support and right-of-way survey and mapping.
3. The Consultant hereby agrees to provide the required continued support of development and implementation for Lake Orange County Connector, Poinciana Parkway Extension and Poinciana Parkway Widening for an increase in the Contract amount of a not to exceed \$6,750,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.
4. CFX and Consultant 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 Consultant’s complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.
5. This Supplemental Agreement No. 2 is necessary so that the Consultant can provide continued support and services for CFX’s Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: \$6,750,000.00

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: _____

DEWBERRY ENGINEERS, INC.

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

Summary of Task 3.6 - Work Plan Support

		Estimated Construction Cost	Estimated Design Consultant Fees	Estimated Additional GEC Budget
Lake Orange County Connector				
	Design Phase Support (inc. permitting)	\$247,185,000	\$19,774,800	\$ 2,966,220
	Right-of-Way Acquisition Support			\$ 64,153
	Aerial Photogrammetry and LIDAR			\$ 267,183
	Control Survey Mapping			\$ 177,730
			Subtotal	\$ 3,475,287
Poinciana Parkway Ext				
	Design Phase Support (inc. permitting)	\$152,380,000	\$12,190,400	\$ 1,828,560
	Right-of-Way Acquisition Support			\$ 229,119
	Aerial Photogrammetry and LIDAR			\$ 231,318
	Control Survey Mapping			\$ 129,621
			Subtotal	\$ 2,418,618
Poinciana Parkway Widening				
	Design-Build Criteria Package			\$ 252,182
	Bidding and Construction Support	\$93,000,000	\$7,440,000	\$ 312,322
	R/W Survey and Mapping			\$ 297,116
			Subtotal	\$ 861,620
Totals		\$492,565,000	\$ 39,405,200	\$ 6,755,525
			Requested Amount	\$ 6,750,000

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1**

**Contract Name: General Engineering Consultant Services
Contract No. 001145**

This Supplemental Agreement No. 1 entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority (“CFX”), and Dewberry Engineers, Inc., (the “Consultant”), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

- 1. CFX wishes to provide for continued support of the development and implementation of CFX’s Five-Year Work Plan.**
- 2. The Consultant hereby agrees to provide the required continued support and services for an increase in the Contract amount of a not to exceed \$8,345,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.**
- 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 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 for additional compensation which is not already defined herein.**
- 4. This Supplemental Agreement No. 1 is necessary so that the Consultant can provide continued support and services for CFX’s Five-Year Work Plan.**

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: \$8,345,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

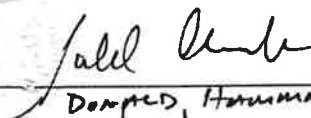
By: 
Director of Procurement

Date: 11/19/18

DEWBERRY ENGINEERS, INC.

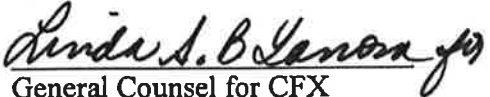
By: 
Kevin Knudson

Title: Vice President

Attest:  (Seal)
Doreen Hammack

Date: 11/12/2018

Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
GENERAL ENGINEERING CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 10th day of November, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the “CFX” and Dewberry Engineers, Inc., hereinafter called “CONSULTANT”, a New York corporation, registered and authorized to do business in the state of Florida, whose principal address is 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803.

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain General Engineering Consultant Services for projects as identified by CFX.

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

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

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

Reference herein to Director shall mean CFX's Executive Director.

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

This is a continuing services Agreement subject to CFX periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services. This Agreement, at the sole discretion of CFX, may be renewed for five (5) one year terms, or portions thereof.

4.0 PROGRESS SCHEDULE

The CONSULTANT agrees to provide progress reports 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.

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

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

5.0 PROFESSIONAL STAFF

The CONSULTANT shall maintain adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. 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. Attachment "1" within Exhibit "A", Scope of Services, details required key personnel and minimum experience requirements for performance under the Agreement; the CONSULTANT may associate with it such subconsultants, 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 subconsultants, 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 subconsultants listed below without the written consent of CFX. All subconsultants shall be qualified by CFX to perform all work assigned to them. 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.

<u>LIST OF APPROVED SUBCONSULTANTS:</u>	<u>AREAS OF RESPONSIBILITY</u>
Ardaman & Associates, Inc. (class 2)	Geotechnical Services
Antillian Engineering Associates, Inc. (class 2)	Geotechnical Services
IDA Consulting Engineers, Inc. (class 1)	Structures
Montgomery Group (class 1)	General Program Support/CADD/GIS
RTD Group (class 1)	Right-of-Way Services
Omni Communications (class 1)	Utility Coordination
Vanasse Hangen Brustlin, Inc. (class 1)	PD&E/Electrical/Lighting/Traffic/ Signing & Pavement Marking

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

If, during the term of the Agreement, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of

Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the 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 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.

In all instances where the CONSULTANT desires to subcontract work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Agreement was originally awarded, the CONSULTANT shall obtain a schedule of rates. Review and approval of the schedule of rates by CFX is required prior to any rates being paid to the subconsultant.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is detailed in Exhibit "A", Scope of Services, and is best described as General Engineering Consultant Services. The services may include, but are not necessarily limited to, the following: Bond Covenant Services Support, Engineering / Design Support, Planning Support, Maintenance Program Support, General Program Support, Work Plan Support, Multimodal / Transit Support and other miscellaneous consultant project management services as requested by CFX. It should be noted that multiple project management assignments may be authorized and take place concurrently.

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. Invoices for fees or other

compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post-audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in design reviews performed 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, 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.

Payments shall be made in accordance with the Local Government Prompt Payment

Act in part VII, Section 218, Florida Statutes.

8.0 DOCUMENT OWNERSHIP AND RECORDS

Notwithstanding Paragraph 17, 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.

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 Agreement.

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to

exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all documents prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 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's Project Manager.

12.0 ADJUSTMENTS

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

Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers or employees during the performance of the Agreement.

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

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

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

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, 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 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 furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. If a copy of CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The proper presentation of CFX logo is of utmost importance to CFX. Any questions regarding the use of CFX logo 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, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and 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 Director for resolution.

During the term of this Agreement:

1. The CONSULTANT is not eligible to pursue any advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT developed the Scope of Services or has oversight responsibilities. Subconsultants are also ineligible to pursue projects where they participated in the development of the Scope of Services or have oversight responsibilities.
2. 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 developed the Scope of Services. 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 developed the Scope of Services.

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).

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 contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

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, 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.

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:

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

Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Kevin Knudson

Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Keith Jackson

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.

31.0 SURVIVAL OF EXPIRATION OR TERMINATION

The provisions of Sections 8, Document Ownership and Records; 14, Hold Harmless and Indemnification; and 28, Audit and Examination of Records; 30, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

32.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

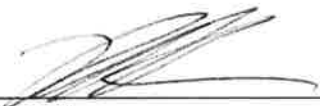
Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by CFX's Board of Directors at its meeting on November 10, 2016.

This Agreement was approved by the CFX's Board of Directors at its meeting on November 10, 2016

DEWBERRY ENGINEERS, INC.

BY: 
Authorized Signature

Title: Vice President

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:  12/8/2016
Director of Procurement

Print Name: Robert Johnson

ATTEST: Laura S. Kline (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX



EXHIBIT A

SCOPE OF SERVICES

Exhibit “A”
SCOPE OF SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES

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ATTACHMENT 1: Key Personnel and Minimum Experience Requirements

1 PURPOSE

The Central Florida Expressway Authority (CFX) requires professional services of the General Engineering Consultant (GEC) in connection with general planning, design, engineering, management and other services for projects related to the development, determination of feasibility, planning, design, permitting, right-of-way acquisition, bidding, construction and maintenance of the CFX's existing and future system. This Scope of Services describes and defines those services.

2 OVERVIEW

CFX will request GEC services as described below on an as-needed basis. Services to be provided will be authorized and completed as directed by CFX's Chief of Infrastructure (or authorized designee) by means of individual Work Authorizations. CFX does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the GEC shall provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The GEC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out. Attachment "1" to this Scope of Services outlines the key personnel and minimum experience requirements necessary for the GEC services.

3 SERVICES

As requested by CFX, the GEC may perform the following tasks which are examples of the types of work to be required but are not intended to be all inclusive:

3.1 BOND COVENANT SERVICES SUPPORT

The Amended and Restated Master Bond Resolution, adopted February 3, 2003, which is incorporated herein by reference, requires CFX to engage a Consulting Engineer to perform all acts and carry out all duties necessary to supervise the acquisition and construction of all system projects of CFX. These acts and duties have been defined by CFX to include, but not be necessarily limited to:

- Monitoring the construction of projects financed with Bond Proceeds.
- Assisting CFX with approval of all expenditures from the Construction Fund.
- Advising and conferring with CFX concerning the budget for maintenance and repair of the CFX system.
- Making an annual independent inspection and report concerning the condition of the CFX system.

- Certifying for each fiscal year the amounts necessary for the funding of the Renewal and Replacement Fund.
- Certifying necessary amount of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the CFX system and certifying as to schedule and need for replacement or restoration.
- Certifying that any sale or lease of CFX property will not have a negative impact on the operation of the CFX system.
- Preparing an Engineer's Report for scheduled bond sales.
- Assisting CFX with preparation of an annual report recapping the overall prior year's performance.
- Attending meetings as required to carry out the above services.

3.2 ENGINEERING/DESIGN SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Review construction plans.
- Provide utility plans review and coordination.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- Monitor existing and projected traffic volumes on the system.
- Collect and report data on traffic and accidents.
- Perform traffic engineering analysis necessary to evaluate existing conditions and plan future improvements throughout the system.
- Perform traffic engineering activities such as signal warrants, signal timings, traffic counts, modeling, speed studies, etc. as required.
- Coordinate with other agencies on traffic operation and safety issues.
- Review access management issues and provide recommendations.
- Provide construction cost estimates.
- Provide environmental permitting compliance monitoring and review.
- Provide permitting support for projects.
- Provide roadway signing and pavement marking concept development, review and design.

- Provide surveying and right-of-way mapping for projects.
- Provide right-of-way support for projects.
- Maintain real property inventories and assist in the disposal of excess property.
- Provide noise analysis for projects.
- Provide geotechnical and geotechnical advisory services for projects.
- Provide landscaping concept development, review and design.
- Provide architectural services.
- Attend meetings and site visits as required to carry out the above services.

3.3 PLANNING SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Perform reviews of adjacent development including Developments of Regional Impact.
- Provide support and participate in MetroPlan Orlando activities.
- Prepare the Systems Traffic Data and Statistics Manual and update annually.
- Assist in the technical review of the Traffic and Revenue Consultant's modeling.
- Prepare the Five-Year Work Plan including cash flow forecasting.
- Prepare project concept plans and reports as requested.
- Attend meetings and site visits as required to carry out the above services.

3.4 MAINTENANCE PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Provide engineering support to assist CFX's Maintenance Program with reviewing and resolving systemwide or specific maintenance problems or issues.
- Provide recommendation for CFX's Pavement Management Program based on FDOT data.
- Maintain a systemwide signing inventory and provide engineering support for the maintenance and replacement of signs.
- Perform Maintenance Rating Program (MRP) inspections using the criteria established in FDOT's Roadway and Roadside Maintenance procedure (Topic No. 850-000-015), the MRP procedure (Topic No. 850-065-002) and the MRP Handbook.

- Attend meetings and site visits as required to carry out the above services.

3.5 GENERAL PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Develop and maintain a file document control system.
- Provide project status reports and document meeting minutes.
- Develop briefing materials for CFX staff presentations to the Board of Directors as well as other agencies.
- Assist CFX staff with the development of presentations, technical papers, and publications for industry organizations and peer journals.
- Assist CFX staff in providing copies of files and plans to other agencies and the general public.
- Provide printing services as may be requested by CFX.
- Provide graphics services in support of CFX's Public Information Program and as may be requested by CFX.
- Furnish testimony and prepare trial exhibits in hearings and other litigation.
- Provide any needed support for legal activities (including expert witness activity).
- Attend meetings as required to carry out the above services.

3.6 WORK PLAN SUPPORT

The GEC may be authorized to perform the following in support of the development and implementation of the current and future Five-Year Work Plan projects:

- Professional services contract support.
- Landscaping support.
- Plans review for technical and specialty areas.
- Environmental permitting support.
- Right-of-way services support.
- Construction support.
- Design services.
- Survey and mapping support.
- Planning support (including long range plan).
- Attend meetings as required to carry out the above services.

3.7 MULTIMODAL/TRANSIT SUPPORT

The GEC may be authorized to perform the following in support of the development of multimodal/transit projects:

- Act as an advisor to CFX on multimodal/transit related projects including, but not limited to, fixed guideway, light rail, Bus Rapid Transit or Special Use Lane projects
- Oversight role for multimodal/transit concept development
- Oversight role for multimodal/transit final project development process

4 OTHER SERVICES

CFX may require professional services of the GEC for a wide range of planning, engineering, architectural, environmental, landscape architectural, environmental and registered land surveying in support of CFX's program areas of Plans Production, Construction, Roadway and Bridge Maintenance, Facilities Maintenance, Materials and Geotechnical Engineering not otherwise identified in the Contract to supplement or replace the services being provided to CFX by other consultants.

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2019

SUBJECT: Approval of First Contract Renewal with WBQ Design & Engineering, Inc.
for Miscellaneous Design Consultant Services
Contract No. 001207

Board approval is requested for the first renewal of the referenced contract with WBQ Design & Engineering, Inc. in the amount of \$830,000.00 for a one year period beginning January 23, 2020 and ending January 22, 2021. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are miscellaneous design consultant services.

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

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

Reviewed by: 

Will Hawthorne, PE
Director of Engineering



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 1
CONTRACT NO. 001207**

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

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated October 13, 2016, with a Notice to Proceed date of January 23, 2017, whereby CFX retained the Consultant to provide miscellaneous design consultant services as required by CFX.

WHEREAS, pursuant to Article 2.0 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 23rd day of January, 2020 and ending the 22nd day of January, 2021 at the cost of \$830,000.00, which 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.

WBQ DESIGN & ENGINEERING, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
WBQ DESIGN & ENGINEERING, INC.**

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001207

**CONTRACT DATE: OCTOBER 13, 2016
CONTRACT AMOUNT: \$2,500,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001207

JANUARY 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

THIS AGREEMENT, made and entered into this 13th day of October, 2016, 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 WBQ Design & Engineering, 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 201 N. Magnolia Avenue, Suite 200, Orlando, FL 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services as identified in this Contract, Contract No. 001207.

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 three (3) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

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

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

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

5.0 PROFESSIONAL STAFF

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

C.T. Hsu & Associates. P.A. (Class 1)
Bobes Associates Consulting Engineers, Inc. (Class 1)
AVCON, Inc. (Class 1)
RS&H, Inc. (Class 1)
DRMP, Inc. (Class 1), DRMP Field Survey (Class 2)
Geotechnical and Environmental Consultants, Inc. (Class 2)
Nadic Engineering Services, Inc. (Class 2)

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the professional services related to planning and engineering as described in **Exhibit "A."**

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

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

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,500,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for 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 based on and in accordance with the specific task order assigned to the CONSULTANT.

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: WBQ Design & Engineering, Inc.
201 N. Magnolia Avenue, Suite 200
Orlando, FL 32801
Attn: Mr. Derek Burke

WBQ Design & Engineering, Inc.
201 N. Magnolia Avenue, Suite 200
Orlando, FL 32801
Attn: _____

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.00 ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on October 13, 2016.

WBQ DESIGN & ENGINEERING, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Jennifer M. Dingley*
Authorized Signature

BY: *Aneth Williams*
Director of Procurement

Print Name: Jennifer M. Dingley

Print Name: Aneth Williams

Title: VP

Date: 1-19-17

ATTEST: *Christen R. Castro* (Seal)
Secretary or Notary



Approved as to form and execution, only.

Joseph Hassiatore
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 001207 (SSBE)

IN ORANGE COUNTY, FLORIDA

January, 2017

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

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

1.02 Description

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

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with final engineering and final construction drawings and documents for the miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual Work Authorizations as requested by CFX. It is further understood that elements of this Exhibit may not be applicable to all Work Authorizations Work Authorizations approved under this contract
- B. As necessary, the Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network relocation plans and final signing and pavement marking plans
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs

- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others

1.04 Organization

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

1.05 Term of Agreement for Miscellaneous Design Services

- A. The term of the Agreement shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2010 edition, and updates, shall be used for this project
 2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project
 3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2001 edition, shall be used for this project
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project

3.0 DESIGN CRITERIA

3.01 General

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

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

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAIN LANES	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Direct Connection)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Direct Connection	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1 25:1 Toll Plazas	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 4% to 6% (40 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.			
Right	<u>4-Lane</u> 12 (10 paved)	<u>Single Lane</u> 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			• min. 5' paved

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

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

4.01 Design Features

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

B. Major elements of the work include the following:

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

4.02 Governmental Agencies

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

4.03 Surveys and Mapping

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

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

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

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments
3. Station all alignments at 100' intervals
4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits
2. Show obstructions where alternate references are set

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points

4.04 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans

- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval

4.05 Contamination Impact Analysis

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

4.06 Pavement Design

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

4.07 Governmental Agency and Public Meetings

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

4.08 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits). The Consultant shall:
1. Attend the pre-application meetings and site visits with CFX and regulatory agencies
 2. Provide additional information requested at the pre-application by regulatory agencies for permits
 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project
 4. Provide all plans, calculations, sketches and reports required for permits except as described above
 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project
 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted
 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared
 8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites
 9. Provide all permit application material in .PDF format and 7 hard copies
 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required

4.09 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans

6. The Consultant shall obtain utility work schedules from the utility companies
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required

4.10 Roadway Design

- A. Generally, a Typical Section Package will not be prepared. Rather, typical sections will be prepared as part of the 30% submittal and submitted to CFX for review and approval
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points
- C. As necessary, the Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections
 7. Plans and profiles (plans at 1"=50' scale)
 8. Interchange plans, profiles, alignment and plan index sheets
 9. Interchange layout plans
 10. Intersection plans and profiles or spot elevations

11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets
17. Utility Adjustment Sheets
18. Details
19. Special provisions
20. Special specifications

4.11 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items
 - 1. Complete Bridge designs will be provided for all bridges
 - 2. Retaining walls
 - 3. Box Culverts
 - 4. Slope protection
 - 5. Approach slabs
 - 6. Details
 - 7. Summary quantity tables
 - 8. Special provisions and specifications
 - 9. Stage construction-sequencing details (if applicable)
 - 10. Sign\Signal structures
 - 11. Sound walls
 - 12. The Consultant shall perform Load Rating Analysis per FDOT criteria for any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval

4.12 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.01C
 2. Finalize the pond design at the 30% submittal
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated
 5. Provide drainage/contour maps used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.13 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale
- B. CFX will provide a cut sheet for the type of lighting fixtures to be used for this project

4.14 Traffic Engineering

- A. Traffic Data will be furnished by CFX
- B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times
 - 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan
 - 3. Traffic shall be maintained during all phases of project construction at all locations determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans

4.15 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility
- B. CFX will provide conceptual signing plans for the project
- C. CFX will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures
- D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format)

4.16 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators
- B. The pavement marking design will be shown on the same plan sheets as the signing design

4.17 Right-of-Way Surveys

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

4.18 Cost Estimates

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

4.19 Special Provisions and Specifications

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

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
 - o. Controller cabinet, CCTV pole, and foundation details
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet
 - q. Grounding
 - r. Table of quantities
 - s. Special notes

- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - v. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements
 - w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction
 - x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements
 - y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards
3. The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments
 - b. Minimize traffic impact
 - c. Accessibility and ease of equipment maintenance
 - d. Safety of equipment maintenance personnel and the traveling public
 - e. Maintain the existing FON system through all phases of construction
 - f. Environmental conditions
 - g. Concurrent/future CFX projects
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points
2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between fiber optic conduit and all splices

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications
- 3.

D. Inside Plant Plans

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

Quantities and General Notes

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

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

4.21 Toll Plazas

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

4.22 Post-Design Services (as necessary)

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

- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting
- J. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings

- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting
- J. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

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

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

- A. CFX will help coordinate and support the Consultant's acquisition of information required for utility agreements

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope

6.06 Environmental Permits

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

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan as necessary
- B. CFX will provide conceptual aesthetics design and treatments for structures

7.0 ADMINISTRATION

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

7.01 Central Florida Expressway Authority

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

7.02 CFX's Project Manager

CFX's Project Manager will:

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

- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 - 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX
 - 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project
 - 3. Establish internal accounting methods and procedures for documenting and monitoring project costs
 - 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts

7.04 Project Control

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

7.05 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked

7.09 Consultant Personnel

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

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX
- C. Three copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations
2. Design criteria used for the project
3. Geometric design calculations for horizontal alignment
4. Vertical geometry calculations
5. Right-of-way calculations
6. Drainage computations
7. Structural design calculations
8. Geotechnical report
9. Hydraulics Report for each bridged stream crossing
10. Earthwork calculations not included in the quantity computation booklet
11. Calculations showing cost comparisons of various alternatives considered
12. Calculations of quantities
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits
14. Lighting and voltage drop calculations
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 - 1. Preliminary Engineering (Memorandum) (8 sets required)
 - 2. 30% Roadway Plans (20 sets and 1 .PDF CD/DVD required)
 - 3. 30% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 - 4. 60% Roadway and specifications, Geotechnical Report (20, 20, and 8 sets and 1 .PDF CD/DVD required)
 - 5. 60% Bridge Plans required only on Category 2 bridges
 - 6. 90% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 - 7. 90% Roadway and specifications (20 and 20 sets and 1 .PDF CD/DVD required)
 - 8. 100% Roadway, Bridge and specifications, Geotechnical Report (20, 20, 20 and 8 sets and 1 .PDF CD/DVD required)
 - 9. Pre-Bid Plans (8 sets and 1 .PDF CD/DVD required) (1 set signed and sealed reports)
 - 10. Bid Set (1 set signed and sealed plans) (1 .PDF of all plans, CADD files of all plans)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies
- D. Preparation and distribution of roadway and ROW plans to other than CFX will not be made until approved by CFX
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX

- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay
 - 2. The design components impacted
 - 3. Proposed methods to maintain submittal dates

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

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships
 - b. Beginning and ending stations shown
 - c. Any equations on project shown
 - d. Project numbers and title shown
 - e. Index shown

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

3. Typical Section Sheets
 - a. Ramp typical sections developed
 - b. Pavement structure shown
 - c. Special details developed
 - d. General notes shown

4. Plan and Profile Sheets
 - a. Centerline plotted
 - b. Reference points and bench marks shown
 - c. Existing topography
 - d. Base line of surveys, curve data, bearings, etc. shown
 - e. Beginning and end stations (project and construction)
 - f. Geometric dimensions
 - g. Proposed and existing limited access right-of-way lines
 - h. Existing ground line
 - i. Proposed profile grade
 - j. Type, size and horizontal location of existing utilities
 - k. Drainage structures and numbers are shown
 - l. Drainage ponds are shown

5. Cross Sections
 - a. Existing ground line
 - b. Preliminary templates at critical locations (not to exceed 500 feet)
 - c. Existing utilities shown

6. Interchange Layout and Ramp Profiles
 - a. Geometric dimensions
 - b. Proposed profile grades

7. Right-of-Way Control Survey

8. Signing and Pavement Markings
 - a. Striping layout
 - b. Sign structure locations

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

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

- 1. Key Map

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

- 2. Drainage Maps

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

- 3. Typical Section Sheets

- a. All required typical sections are included
- b. Limited access right-of-way lines are shown
- c. Design speed and traffic are shown
- d. Special details have been completed
- e. Station limits of each typical section are shown

4. Plan and Profile Sheets
 - a. Match lines shown
 - b. Limited access right-of-way lines shown
 - c. Stations and offset shown for all fence corners and angles
 - d. All work shown should be within right-of-way or proposed easement
 - e. Drainage structures and numbers are shown
 - f. Drainage ponds shown
 - g. Curve data and superelevation included
 - h. Pavement edges, shoulders and dimensions shown
 - i. Project and construction limits shown
 - j. Bridges shown with beginning and ending stations
 - k. General Notes
5. Drainage Structures
 - a. Drainage structures plotted and numbered
 - b. Station location and offsets identified
6. Cross Sections
 - a. Templates are shown at all stations
 - b. Limited access right-of-way lines are shown
 - c. Cross section pattern sheet included
 - d. Miscellaneous notes included
 - e. Boring profiles
7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a. Geometric data shown
 - b. Profiles finalized
 - c. Coordinate data shown
 - d. Limited access right-of-way lines shown
 - e. Curve data shown
 - f. Bearings and bridges shown
 - g) Cross roads, frontage roads, and access roads shown
 - h) Intersection details shown
8. Traffic Control Plans
9. Utility Adjustments

10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

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

1. Key Map
 - a. Length of Project with exceptions shown
 - b. Index of sheets updated
2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown
 - b. Elevation datum and design high water information shown
 - c. Disclaimer and other appropriate notes added
3. Typical Section Sheets
4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled
 - b. Limits of side road construction
 - c. Angle and stationing for intersections
 - d. Treatment for non-standard superelevation transitions diagramed
 - e. General notes shown
 - f. Special ditches profiled

5. Drainage Structures
 - a. Existing structures requiring modifications are shown
 - b. Existing and proposed utilities are shown
6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown
7. Cross Section Sheets
 - a. Scale and special ditch grades shown
 - b. Utilities plotted
 - c. Sub-excavation shown
 - d. Volumes computed and shown
8. Utility Relocation Plans
 - a. Utility relocation plans prepared
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

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

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

7.20 Schematic Toll Plaza Plans

- A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:
1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout
 2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment
 3. Construction phasing plan
 4. Description of improvements required for the administration building to accommodate installation of toll equipment

7.21 60% Toll Plaza Plans

- A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:
1. Key sheet with sheet index
 2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols
 3. Plan view
 4. Exterior elevations
 5. Canopy sections and details
 6. Canopy reflected ceiling plan
 7. Roof plan and details
 8. Canopy framing and foundation plan
 9. Concrete pavement plan
 10. Express lane overhead structure plan and details
 11. Tunnel sections and details
 12. Structural sections and details
 13. Plumbing plan and diagrams
 14. Lighting plan
 15. Power plan and diagram
 16. Lightning protection plan and details
 17. Demolition and construction phasing plan
 18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment

19. All calculations and design data to support the design for each discipline

20. Technical specifications

7.22 90% and 100% Toll plaza plans

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

7.23 Pre-Bid Plans

7.24 Bid Set

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 30, 2019

SUBJECT: Approval of Supplemental Agreement No. 1 with Protean Design Group, Inc.
for Miscellaneous Design Consultant Services
Contract No. 001208

Board approval is requested for the Supplemental Agreement No. 1 with Protean Design Group, Inc. for a not to exceed amount of \$200,000.00. The original contract was three years with two one-year renewals.

The services include miscellaneous design consultant services.

Original Contract	\$ 2,500,000.00
Supplemental Agreement	<u>\$ 200,000.00</u>
Total	\$ 2,700,000.00

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

Reviewed by: 

Will Hawthorne, PE
Director of Engineering



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR MISCELLANEOUS DESIGN CONSULTANT SERVICES
CONTRACT NO. 001208**

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 14th day of November 2019, by and between the Central Florida Expressway Authority (“CFX”) and Protean Design Group, Inc., (“Consultant”).

WITNESSETH:

WHEREAS, CFX and the Consultant on October 13, 2016, entered into an Agreement whereby CFX retained the Consultant to provide miscellaneous design consultant services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$200,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated October 13, 2016;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$200,000.00 which shall make the total not-to-exceed amount of the Contract \$2,700,000.00.

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

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on November 14, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PROTEAN DESIGN GROUP, INC.

By: _____

Title: _____

Attest: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
PROTEAN DESIGN GROUP, INC.**

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001208

**CONTRACT DATE: OCTOBER 13, 2016
CONTRACT AMOUNT: \$2,500,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001208

OCTOBER 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

THIS AGREEMENT, made and entered into this 13th day of October, 2016, 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 Protean Design Group 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 100 E. Pine Street, Suite 600, Orlando, FL 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services as identified in this Contract, Contract No. 001208.

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 three (3) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

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

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

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

5.0 PROFESSIONAL STAFF

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

Johnson, Mirmiran & Thompson, Inc. (Class 1)
Bentley Architects and Engineers, Inc. (Class 1)
Luke Transportation Engineering Consultants, Inc. (Class 1)
JCR Consulting (Class 1)
Sims Wilkerson Cartier Engineering, Inc. (Class 1)
Lochrane Engineering Incorporated (Class 1) / Survey (Class 2)
Omni Communications, LLC (Class 1) / Survey & SUE Crew (Class 2)
Geotechnical and Environmental Consultants, Inc. (Class 2)

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the professional services related to planning and engineering as described in **Exhibit "A."**

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

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

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,500,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for 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 based on and in accordance with the specific task order assigned to the CONSULTANT.

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: Protean Design Group, Inc.
100 E. Pine Street, Suite 600
Orlando, FL 32801
Attn: Mr. David Reed

Protean Design Group, Inc.
100 E. Pine Street, Suite 600
Orlando, FL 32801
Attn: Ms. Sonya Howard

30.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 30.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

31.00 ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on October 13, 2016.

PROTEAN DESIGN GROUP, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Kimberly C. Horlander*
Authorized Signature

BY: *Aneth Williams*
Director of Procurement

Print Name: Kimberly C. Horlander, PE

Print Name: Aneth Williams

Title: President

Effective Date: _____

ATTEST: *Sonya A. Howard* (Seal)
Secretary or Notary



Sonya A. Howard
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF223460
Expires 7/9/2019

Approved as to form and execution, only.

Joseph J. Lassiter
General Counsel for CFX

06 492 37 4-0015

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 001208 (SSBE)

IN ORANGE COUNTY, FLORIDA

February, 2017

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

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

1.02 Description

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

1.03 Purpose

- ~~A.~~ The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with final engineering and final construction drawings and documents for the miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual Work Authorizations as requested by CFX. It is further understood that elements of this Exhibit may not be applicable to all Work Authorizations Work Authorizations approved under this contract
- B. As necessary, the Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network relocation plans and final signing and pavement marking plans
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs

- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others

1.04 Organization

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

1.05 Term of Agreement for Miscellaneous Design Services

- A. The term of the Agreement shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2010 edition, and updates, shall be used for this project
 2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project
 3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2001 edition, shall be used for this project
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project

3.0 DESIGN CRITERIA

3.01 General

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

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

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAIN LANES	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Direct Connection)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Direct Connection	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1 25:1 Toll Plazas	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 4% to 6% (40 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.			
Right	<u>4-Lane</u> 12 (10 paved)	<u>Single Lane</u> 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			• min. 5' paved

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

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

4.01 Design Features

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

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

4.02 Governmental Agencies

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

4.03 Surveys and Mapping

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

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

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

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments
3. Station all alignments at 100' intervals
4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits
2. Show obstructions where alternate references are set

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points

4.04 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans

- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval

4.05 Contamination Impact Analysis

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

4.06 Pavement Design

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

4.07 Governmental Agency and Public Meetings

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

4.08 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits). The Consultant shall:
1. Attend the pre-application meetings and site visits with CFX and regulatory agencies
 2. Provide additional information requested at the pre-application by regulatory agencies for permits
 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project
 4. Provide all plans, calculations, sketches and reports required for permits except as described above
 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project
 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted
 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared
 8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites
 9. Provide all permit application material in .PDF format and 7 hard copies
 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required

4.09 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans

6. The Consultant shall obtain utility work schedules from the utility companies
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required

4.10 Roadway Design

- A. Generally, a Typical Section Package will not be prepared. Rather, typical sections will be prepared as part of the 30% submittal and submitted to CFX for review and approval
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points
- C. As necessary, the Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections
 7. Plans and profiles (plans at 1"=50' scale)
 8. Interchange plans, profiles, alignment and plan index sheets
 9. Interchange layout plans
 10. Intersection plans and profiles or spot elevations

11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets
17. Utility Adjustment Sheets
18. Details
19. Special provisions
20. Special specifications

4.11 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items
 - 1. Complete Bridge designs will be provided for all bridges
 - 2. Retaining walls
 - 3. Box Culverts
 - 4. Slope protection
 - 5. Approach slabs
 - 6. Details
 - 7. Summary quantity tables
 - 8. Special provisions and specifications
 - 9. Stage construction-sequencing details (if applicable)
 - 10. Sign\Signal structures
 - 11. Sound walls
 - 12. The Consultant shall perform Load Rating Analysis per FDOT criteria for any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval

4.12 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
1. Perform all drainage design in accordance with the approved criteria from Section 3.01C
 2. Finalize the pond design at the 30% submittal
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems
 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated
 5. Provide drainage/contour maps used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.13 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale
- B. CFX will provide a cut sheet for the type of lighting fixtures to be used for this project

4.14 Traffic Engineering

- A. Traffic Data will be furnished by CFX
- B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times
 - 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan
 - 3. Traffic shall be maintained during all phases of project construction at all locations determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans

4.15 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility
- B. CFX will provide conceptual signing plans for the project
- C. CFX will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures
- D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format)

4.16 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators
- B. The pavement marking design will be shown on the same plan sheets as the signing design

4.17 Right-of-Way Surveys

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

4.18 Cost Estimates

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

4.19 Special Provisions and Specifications

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

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
 - o. Controller cabinet, CCTV pole, and foundation details
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet
 - q. Grounding
 - r. Table of quantities
 - s. Special notes

- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - v. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements
 - w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction
 - x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements
 - y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards
3. The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments
 - b. Minimize traffic impact
 - c. Accessibility and ease of equipment maintenance
 - d. Safety of equipment maintenance personnel and the traveling public
 - e. Maintain the existing FON system through all phases of construction
 - f. Environmental conditions
 - g. Concurrent/future CFX projects
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points
2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between fiber optic conduit and all splices

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications
- 3.

D. Inside Plant Plans

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

Quantities and General Notes

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

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

4.21 Toll Plazas

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

4.22 Post-Design Services (as necessary)

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

- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting
- J. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

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

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

- A. CFX will help coordinate and support the Consultant's acquisition of information required for utility agreements

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope

6.06 Environmental Permits

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

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan as necessary**
- B. CFX will provide conceptual aesthetics design and treatments for structures**

7.0 ADMINISTRATION

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

7.01 Central Florida Expressway Authority

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

7.02 CFX's Project Manager

CFX's Project Manager will:

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

- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 - 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX
 - 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project
 - 3. Establish internal accounting methods and procedures for documenting and monitoring project costs
 - 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts

7.04 Project Control

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

7.05 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked

7.09 Consultant Personnel

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

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX
- C. Three copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations
2. Design criteria used for the project
3. Geometric design calculations for horizontal alignment
4. Vertical geometry calculations
5. Right-of-way calculations
6. Drainage computations
7. Structural design calculations
8. Geotechnical report
9. Hydraulics Report for each bridged stream crossing
10. Earthwork calculations not included in the quantity computation booklet
11. Calculations showing cost comparisons of various alternatives considered
12. Calculations of quantities
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits
14. Lighting and voltage drop calculations
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 - 1. Preliminary Engineering (Memorandum) (8 sets required)
 - 2. 30% Roadway Plans (20 sets and 1 .PDF CD/DVD required)
 - 3. 30% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 - 4. 60% Roadway and specifications, Geotechnical Report (20, 20, and 8 sets and 1 .PDF CD/DVD required)
 - 5. 60% Bridge Plans required only on Category 2 bridges
 - 6. 90% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 - 7. 90% Roadway and specifications (20 and 20 sets and 1 .PDF CD/DVD required)
 - 8. 100% Roadway, Bridge and specifications, Geotechnical Report (20, 20, 20 and 8 sets and 1 .PDF CD/DVD required)
 - 9. Pre-Bid Plans (8 sets and 1 .PDF CD/DVD required) (1 set signed and sealed reports)
 - 10. Bid Set (1 set signed and sealed plans) (1 .PDF of all plans, CADD files of all plans)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies
- D. Preparation and distribution of roadway and ROW plans to other than CFX will not be made until approved by CFX
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX

- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay
 - 2. The design components impacted
 - 3. Proposed methods to maintain submittal dates

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

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships
 - b. Beginning and ending stations shown
 - c. Any equations on project shown
 - d. Project numbers and title shown
 - e. Index shown

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

3. Typical Section Sheets
 - a. Ramp typical sections developed
 - b. Pavement structure shown
 - c. Special details developed
 - d. General notes shown

4. Plan and Profile Sheets
 - a. Centerline plotted
 - b. Reference points and bench marks shown
 - c. Existing topography
 - d. Base line of surveys, curve data, bearings, etc. shown
 - e. Beginning and end stations (project and construction)
 - f. Geometric dimensions
 - g. Proposed and existing limited access right-of-way lines
 - h. Existing ground line
 - i. Proposed profile grade
 - j. Type, size and horizontal location of existing utilities
 - k. Drainage structures and numbers are shown
 - l. Drainage ponds are shown

5. Cross Sections
 - a. Existing ground line
 - b. Preliminary templates at critical locations (not to exceed 500 feet)
 - c. Existing utilities shown

6. Interchange Layout and Ramp Profiles
 - a. Geometric dimensions
 - b. Proposed profile grades

7. Right-of-Way Control Survey

8. Signing and Pavement Markings
 - a. Striping layout
 - b. Sign structure locations

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

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

- 1. Key Map

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

- 2. Drainage Maps

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

- 3. Typical Section Sheets

- a. All required typical sections are included
- b. Limited access right-of-way lines are shown
- c. Design speed and traffic are shown
- d. Special details have been completed
- e. Station limits of each typical section are shown

4. Plan and Profile Sheets
 - a. Match lines shown
 - b. Limited access right-of-way lines shown
 - c. Stations and offset shown for all fence corners and angles
 - d. All work shown should be within right-of-way or proposed easement
 - e. Drainage structures and numbers are shown
 - f. Drainage ponds shown
 - g. Curve data and superelevation included
 - h. Pavement edges, shoulders and dimensions shown
 - i. Project and construction limits shown
 - j. Bridges shown with beginning and ending stations
 - k. General Notes
5. Drainage Structures
 - a. Drainage structures plotted and numbered
 - b. Station location and offsets identified
6. Cross Sections
 - a. Templates are shown at all stations
 - b. Limited access right-of-way lines are shown
 - c. Cross section pattern sheet included
 - d. Miscellaneous notes included
 - e. Boring profiles
7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a. Geometric data shown
 - b. Profiles finalized
 - c. Coordinate data shown
 - d. Limited access right-of-way lines shown
 - e. Curve data shown
 - f. Bearings and bridges shown
 - g) Cross roads, frontage roads, and access roads shown
 - h) Intersection details shown
8. Traffic Control Plans
9. Utility Adjustments

10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

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

1. Key Map
 - a. Length of Project with exceptions shown
 - b. Index of sheets updated
2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown
 - b. Elevation datum and design high water information shown
 - c. Disclaimer and other appropriate notes added
3. Typical Section Sheets
4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled
 - b. Limits of side road construction
 - c. Angle and stationing for intersections
 - d. Treatment for non-standard superelevation transitions diagramed
 - e. General notes shown
 - f. Special ditches profiled

5. Drainage Structures
 - a. Existing structures requiring modifications are shown
 - b. Existing and proposed utilities are shown
6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown
7. Cross Section Sheets
 - a. Scale and special ditch grades shown
 - b. Utilities plotted
 - c. Sub-excavation shown
 - d. Volumes computed and shown
8. Utility Relocation Plans
 - a. Utility relocation plans prepared
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

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

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

7.20 Schematic Toll Plaza Plans

- A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:
1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout
 2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment
 3. Construction phasing plan
 4. Description of improvements required for the administration building to accommodate installation of toll equipment

7.21 60% Toll Plaza Plans

- A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:
1. Key sheet with sheet index
 2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols
 3. Plan view
 4. Exterior elevations
 5. Canopy sections and details
 6. Canopy reflected ceiling plan
 7. Roof plan and details
 8. Canopy framing and foundation plan
 9. Concrete pavement plan
 10. Express lane overhead structure plan and details
 11. Tunnel sections and details
 12. Structural sections and details
 13. Plumbing plan and diagrams
 14. Lighting plan
 15. Power plan and diagram
 16. Lightning protection plan and details
 17. Demolition and construction phasing plan
 18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment

19. All calculations and design data to support the design for each discipline

20. Technical specifications

7.22 90% and 100% Toll plaza plans

A. At the completion of this phase, the toll plaza plans should be developed to 90% and 100% completion respectively. The material listed with the 60% submittal shall be developed along with additional details required for construction and submitted for review.

B. The 90% and 100% submittals shall also include the technical specifications and special provisions required for construction

C. A detailed estimate of construction costs shall be included with the 100% submittal.

7.23 Pre-Bid Plans

7.24 Bid Set

EXHIBIT B

METHOD OF COMPENSATION

Exhibit "B"

METHOD OF COMPENSATION MISCELLANEOUS DESIGN CONSULTANT SERVICES

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Miscellaneous Design Consultant (CONSULTANT) for the services set forth in Exhibit "A", Scope of Services. The services shall be provided over the duration of the work specified in Section 3.00 of the Agreement.

2.0 AMOUNT OF COMPENSATION

2.1 CFX agrees to pay the CONSULTANT for the performance of authorized services described in Exhibit "A" an amount not to exceed \$2,500,000.00 for the initial three (3) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount. All compensation shall be authorized by means of individual Work Authorizations.

2.2 Compensation for services provided under this Agreement will be made on a unit price basis per manhour (hourly rate times the Contract Multiplier), plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by CFX. This method of payment is intended to compensate the CONSULTANT for all costs (salaries, overhead costs, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services provided.

2.3 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Maximum Limiting Amount, stated above in Section 2.1, prior to requesting approval of new Work Authorizations. Changes to the Maximum Limiting Amount shall require execution of a Supplemental Agreement.

3.0 ALLOWABLE COSTS

CFX will reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Agreement are expressly made subject to the terms of (1) the Agreement, (2) Federal Acquisition Regulations sub-part 31-2, (3) Office of management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of the Agreement. Allowable Costs and Fees are defined as follows:

- 3.1 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the CONSULTANT's staff expected to be used to perform the required services. The CONSULTANT, for the term of the Agreement, will not be compensated for salary related costs in excess of those originally accepted by CFX unless CFX authorizes additional staff or costs by Supplemental Agreement.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

- 3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead costs and operating margin.
- 3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead costs and operating margin. Premium overtime is not authorized unless approved in writing by CFX's Project Manager.
- 3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the CONSULTANT's clients.
- 3.2 A multiplier of 3.573 shall be applied to all CONSULTANT direct salaries and wages as total compensation for the CONSULTANT's administration overhead and burden costs (indirect charges) and the CONSULTANT's operating margin (profit and risk).
- 3.3 Expenses: A lump sum amount will be negotiated and paid for miscellaneous and out-of-pocket expenses as part of each approved Work Authorization. All non-local travel must be pre-approved by CFX and will be reimbursed in accordance with Florida State Statute 112.061. At the discretion of CFX, certain miscellaneous and out-of-pocket expenses may be negotiated and paid on a unit price basis as a direct reimbursement to the CONSULTANT and subconsultants.

- 3.4 Class 1 Subconsultant Costs: Compensation, as authorized by CFX through Work Authorizations, will be based on actual costs of Class 1 subconsultant labor (burdened with overhead costs and operating margin) directly chargeable to the project and supported by invoices or other documentation acceptable to CFX. Class 1 subconsultant expenses shall be paid in accordance with Section 3.3 above and Section 4.2 below. Class 1 subconsultant fees will be passed through the CONSULTANT at cost. In lieu of administrative mark-up, the CONSULTANT will charge time and reimbursable costs associated with the management administrative charges to oversee and administer Class 1 subconsultants.
- 3.5 Class 2 Subconsultant Costs: Compensation, as authorized by CFX through Work Authorizations, will be based on a unit price basis directly chargeable to the project and supported by invoices or other documentation acceptable to CFX. The unit prices acceptable for this Agreement shall be at the unit prices established in Exhibit "C". Class 2 subconsultant expenses shall be paid in accordance with Section 3.3 above and Section 4.2 below. Class 2 subconsultant fees will be passed through the CONSULTANT at cost. In lieu of administrative mark-up, the CONSULTANT will charge time and reimbursable costs associated with the management administrative charges to oversee and administer Class 2 subconsultants.
- 3.6 Field Survey by CONSULTANT Costs: Compensation, as authorized by CFX through Work Authorizations, will be based on a unit price basis directly chargeable to the project and supported by invoices or other documentation acceptable to CFX. The unit prices acceptable for this Agreement shall be at the unit prices established in Exhibit "C". Field survey by CONSULTANT expenses shall be paid in accordance with Section 3.3 above and Section 4.2 below.

4.0 METHOD OF COMPENSATION

Unless increased, no more than the Maximum Limiting Amount provided for in Section 2.0 above will be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.0 above:

- 4.1 The CONSULTANT will be reimbursed monthly for services performed for each approved Work Authorization. Payment to the CONSULTANT will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times a multiplier of 3.573, a portion of lump sum (or reimbursement of unit price) expenses and subconsultant costs for actual work performed. The CONSULTANT shall promptly pay all subconsultants their proportionate share of payment received from CFX.
- 4.2 The CONSULTANT shall earn a portion of its established lump sum expense cost in the amount equal to such lump sum equally distributed over the Work Authorization's anticipated duration. Any balance due the CONSULTANT upon completion of a Work Authorization shall be paid in the final invoice.

At the discretion of CFX, certain miscellaneous and out-of-pocket expenses may be negotiated and paid on a unit price basis as a direct reimbursement to the CONSULTANT and subconsultants.

- 4.3 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice for each Work Authorization in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with the Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.
- 4.4 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed.
- 4.5 The basis for all CONSULTANT and Class I subconsultant (as defined in Section 5.0 of the Agreement) invoices shall be based on the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates detailed in Exhibit "C" will not be revised throughout the term of the Agreement. All Work Authorizations and future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C".
- 4.6 The basis for all Class 2 subconsultant (as defined in Section 5.0 of the Agreement) and field survey by CONSULTANT invoices shall be in accordance with the provisions of Section 3.5 and Section 3.6 above, respectively. Unit price annual rates have been established in Exhibit "C" for all Class 2 subconsultants and field survey services by CONSULTANT. It is understood that unit price annual rates shall not be exceeded without prior written approval from CFX. It is further understood that the unit price annual rates detailed in Exhibit "C" will not be revised throughout the term of the Agreement. All Work Authorizations and future Supplemental Agreements executed as part of this Agreement shall be based on the unit price annual rates detailed in Exhibit "C".

5.0 PROJECT CLOSEOUT:

- 5.1 **Final Audit:** The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all Subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.
- 5.2 **Certificate of Completion:** Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.


END OF SECTION

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: October 29, 2019

SUBJECT: Approval of RS&H, Inc. as a Subconsultant for the Design Consultant Services for SR 429 Widening from Florida's Turnpike to West Road Contract with Parsons Transportation Group, Inc.
Project No. 429-152, Contract No. 001395

Parsons Transportation Group, Inc., CFX's Design Consultant Services for SR 429 Widening from Florida's Turnpike to West Road Consultant, has requested approval to use RS&H, Inc. to perform tolling point design. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Parsons Transportation Group, Inc. when its contract with CFX was originally awarded.

Board approval of RS&H, Inc. as a subconsultant to Parsons Transportation Group, Inc. is requested.

Reviewed by: 

Will Hawthorne, PE
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Parsons Date: 10/8/2019

CFX Contract Name: 429-152 SR 429 Widening from Florida's Turnpike to West Road CFX Contract No.: 001395

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: RS&H

Address: 301 E. Pine Street, Suite 350, Orlando, FL 32801

Phone No.: 407-893-5800

Federal Employee ID No.: F592986466009

Description of Services to Be Sublet: Tolling Point Design

Estimated Beginning Date of Sublet Services: December 2019

Estimated Completion Date of Sublet Services: November 2020

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

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

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

Requested By: Thomas E. Davidson
(Signature of Consultant Representative)

Principal Project Manager
Title

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

Date: 10/29/2019

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

Date: 10/29/2019


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2019

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for
Design Consultant Services for SR 528 Widening from Narcoossee Road to
SR 417
Project 528-160, Contract No. 001589

Letters of Interest for the referenced project was advertised on August 4, 2019. Responses were received from four (4) firms by the deadline. Those firms were: OM Engineering Services, Protean Design Group, Inc., Scalar Consulting Group Inc. and The Balmoral Group, LLC.

After reviewing and scoring the letters of interest, the Evaluation Committee met on September 5, 2019 and shortlisted 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 October 15, 2019. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Ranking</u>	<u>Firm</u>
1	The Balmoral Group, LLC
2	Scalar Consulting Group, Inc.
3	Protean Design Group, Inc.
4	OM Engineering Services, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with The Balmoral Group, LLC is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with The Balmoral Group, LLC 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: 

Will Hawthorne, PE
Director of Engineering



LOI-001589 Technical Committee Meeting – October 15, 2019 Minutes

Technical Review Committee for **Design Consultant Services for SR 528 Widening from Narcoossee Road to SR 417; Contract No. 001589**, held a duly noticed meeting on Tuesday, October 15, 2019 at 9:00 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, Chief of Infrastructure
Will Hawthorne, Director of Engineering
Dana Chester, Manager of Engineering

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.

OM Engineering Services, Inc.	9:00 - 9:35 a.m.
Protean Design Group, Inc.	9:45 - 10:20 a.m.
Scalar Consulting Group, Inc.	10:30 – 11:05 a.m.
The Balmoral Group, LLC	11:15 – 11:45 a.m.

Evaluation Portion:

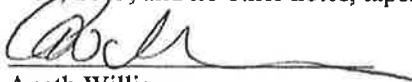
The evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Aneth for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based on the raw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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
OM Engineering Services, Inc.	12	4
Protean Design Group, Inc.	08	3
Scalar Consulting Group, Inc.	06	2
The Balmoral Group, LLC	04	1


Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Will Hawthorne 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 11:41 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, October 15, 2019, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams

Approved by:


Will Hawthorne

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

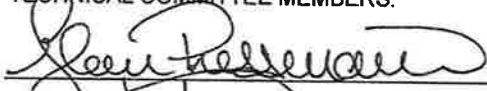
TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING


DESIGN CONSULTANT SERVICES FOR SR 528 WIDENING FROM NARCOOSSEE ROAD TO SR 417


CONTRACT NO. 001589

CONSULTANT	Dana Chester Score	Glenn Pressimone Score	Will Hawthorne Score	TOTAL SCORE	RANKING
OM Engineering Services, Inc.	4	4	4	12	4
Protean Design Group, Inc.	3	3	2	8	3
Scalar Consulting Group, Inc.	1	2	3	6	2
The Balmoral Group, LLC	2	1	1	4	1

TECHNICAL COMMITTEE MEMBERS:







Tuesday, October 15, 2019

Tuesday, October 15, 2019


Tuesday, October 15, 2019

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2019

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for the Project Development and Environmental (PD&E) Study of the SR 414 Direct Connect Project
Project 414-227, Contract No. 001590

Letters of Interest for the referenced project was advertised on August 4, 2019. Responses were received from five (5) firms by the deadline. Those firms were: Jacobs Engineering Group, Inc., Metric Engineering, Inc., Kisinger Campo & Associates, Corp., Kimley-Horn & Associates and Stantec Consulting Services, Inc.

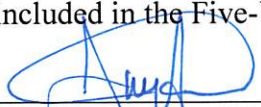
After reviewing and scoring the letters of interest, the Evaluation Committee met on September 6, 2019 and shortlisted Kimley-Horn & Associates, Jacobs Engineering Group, Inc. and Stantec Consulting Services, Inc.

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

<u>Ranking</u>	<u>Firm</u>
1	Jacobs Engineering Group, Inc.
2	Kimley-Horn & Associates
3	Stantec Consulting Services, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Jacobs Engineering Group, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Jacobs Engineering Group, 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: 

Will Hawthorne, PE
Director of Engineering



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LOI-001590 Technical Committee Meeting – October 17, 2019 Minutes

Technical Review Committee for **PD&E Study of the SR 414 Direct Connect Project; Contract No. 001590**, held a duly noticed meeting on Thursday, October 17, 2019 at 9:00 a.m. in the Ibis Conference Room (Room 150), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, P.E., Chief of Infrastructure
Will Hawthorne, P.E., Director of Engineering
Loreen Bobo, P.E., FDOT Representative

Other Attendees:

Robert Johnson, Manager of Procurement

Presentations / Q and A:

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

Jacobs Engineering Group, Inc.	09:02 – 09:37 a.m.
Kimley-Horn & Associates	09:48 – 10:23 a.m.
Stantec Consulting Services, Inc.	10:29 – 11:00 a.m.

Evaluation Portion:

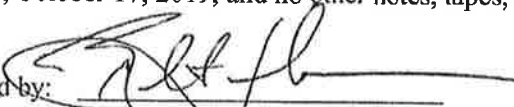
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Robert for tallying. The score sheets were tallied by utilizing the rankings assigned by each Committee member based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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Jacobs Engineering Group, Inc.	03	01
Kimley-Horn & Associates	06	02
Stantec Consulting Services, Inc.	09	03

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Will Hawthorne 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 11:12 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, October 17, 2019, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Robert Johnson, CPPO

Approved by:


Will Hawthorne, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

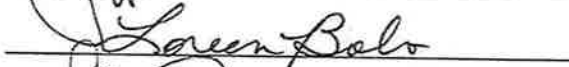
PD&E STUDY OF THE SR 414 DIRECT CONNECT PROJECT

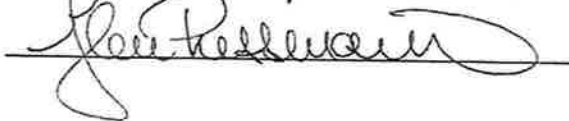
CONTRACT NO. 001590

CONSULTANT	Loreen Bobo Score	Glenn Pressimone Score	Will Hawthorne Score	TOTAL SCORE	RANKING
Jacobs Engineering Group, Inc.	1	1	1	3	1
Kimley-Horn & Associates	2	2	2	6	2
Stantec Consulting Services, Inc.	3	3	3	9	3

EVALUATION COMMITTEE MEMBERS:



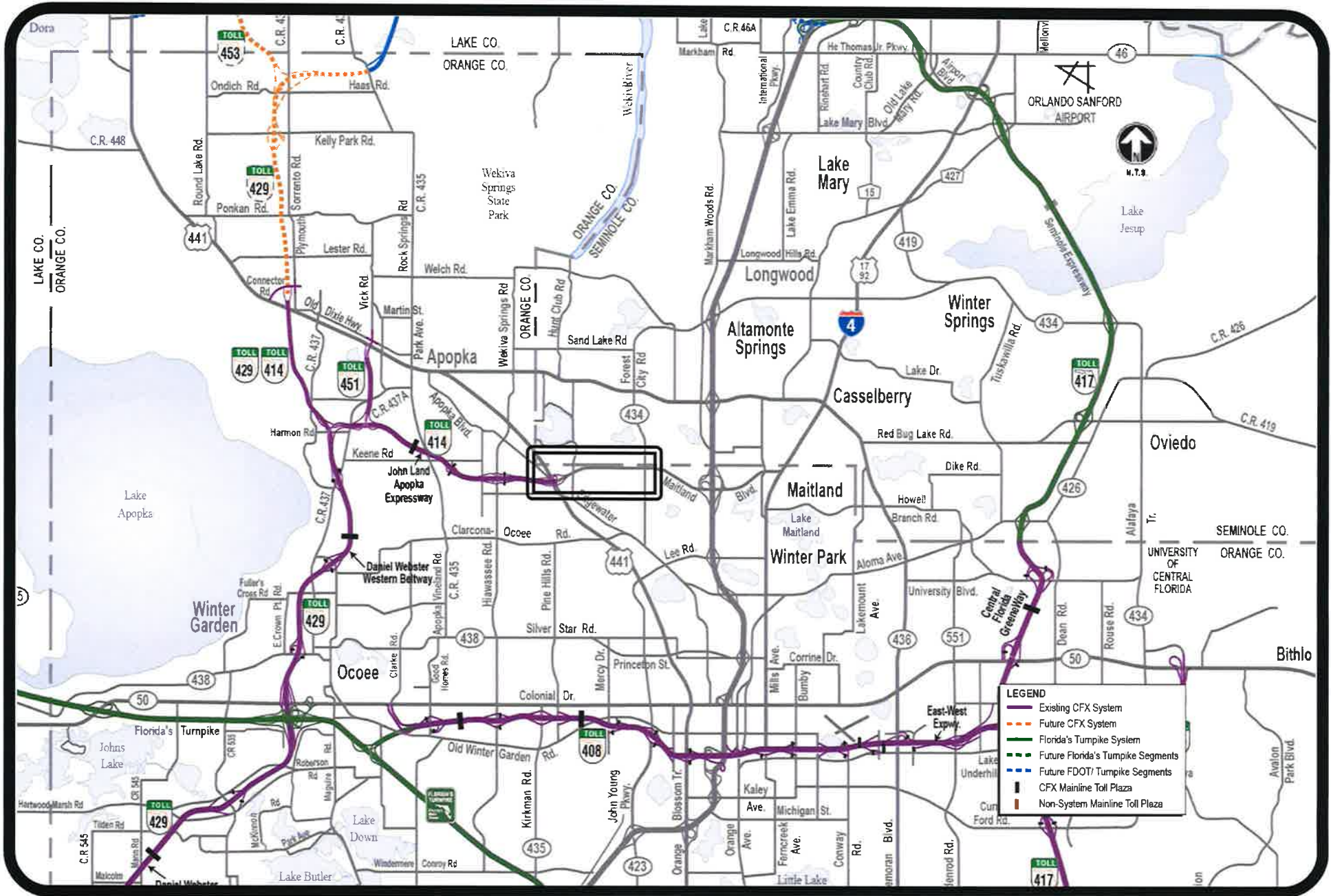




Thursday, October 17, 2019

Thursday, October 17, 2019

Thursday, October 17, 2019




Project Location Map for
SR 414 Direct Connect (414-227)

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 24, 2019

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for a Concept Feasibility and Mobility (CF&M) Study for the Proposed Osceola-Brevard County Connector Project
Project 599-229, Contract No. 001595

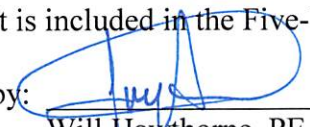
Letters of Interest for the referenced project was advertised on August 18, 2019. Responses were received from two (2) firms by the deadline. Those firms were: Kimley-Horn & Associates, Inc. and Volkert, Inc. When less than three proposals are received the Procurement Procedures Manual requires that the Director of Procurement and the Division Chief meet to discuss the options available to CFX. After discussion and consideration, it was agreed that the solicitation process should proceed.

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 October 23, 2019. After the oral presentations were completed, the Technical Review Committee prepared its final ranking. The result of that process was as follows:

<u>Ranking</u>	<u>Firm</u>
1	Kimley-Horn & Associates, Inc.
2	Volkert, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Kimley-Horn & Associates, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Kimley-Horn & Associates, 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: 
Will Hawthorne, PE
Director of Engineering



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LOI-001595 Technical Committee Meeting – October 23, 2019 Minutes

Technical Review Committee for CF&M Study of the Proposed Osceola-Brevard County Connect Project; Contract No. 001595, held a duly noticed meeting on Wednesday, October 23, 2019 at 9:00 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, P.E., Chief of Infrastructure
Will Hawthorne, P.E., Director of Engineering
Tawny Olore, Osceola County Representative

Other Attendees:

Aneth Williams, Director of Procurement

Presentations / Q and A:

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

Kimley-Horn & Associates, Inc.	09:00 – 09:35 a.m.
Volkert, Inc.	09:45 – 10:20 a.m.

Evaluation Portion:

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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Kimley-Horn & Associates, Inc.	4	1
Volkert, Inc.	5	2


Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Will Hawthorne 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 10:24 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Wednesday, October 23, 2019, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams

Approved by:


Will Hawthorne, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

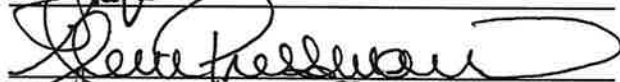
CF&M STUDY FOR THE PROPOSED OSCEOLA-BREVARD COUNTY CONNECTOR PROJECT

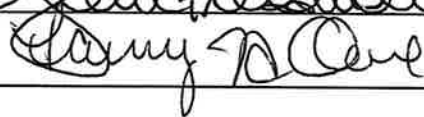
CONTRACT NO. 001595

CONSULTANT	Tawny Olore Score	Glenn Pressimone Score	Will Hawthorne Score	TOTAL SCORE	RANKING
KIMLEY-HORN & ASSOCIATES, INC.	1	2	1	4	1
VOLKERT, INC.	2	1	2	5	2

EVALUATION COMMITTEE MEMBERS:



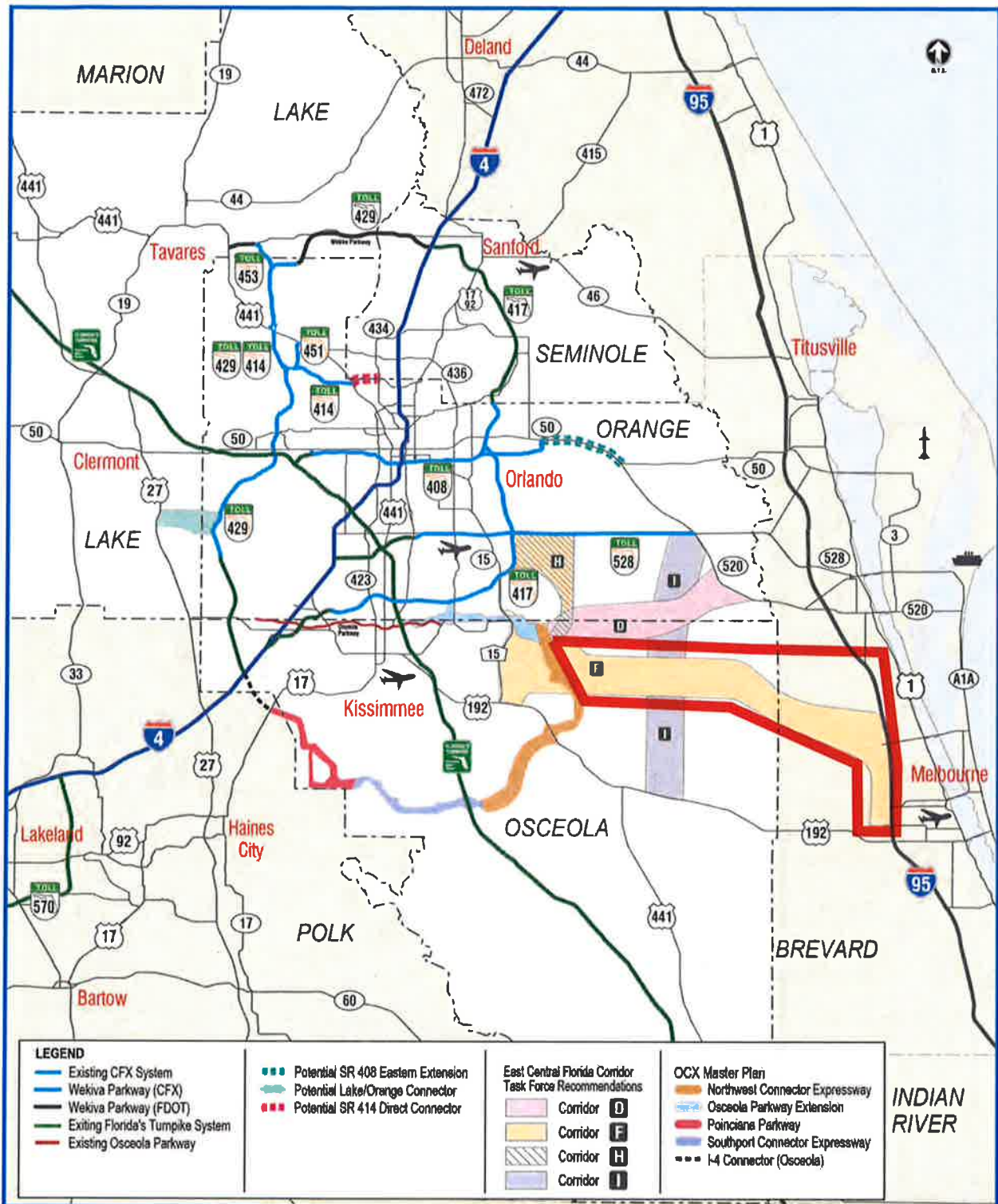




Wednesday, October 23, 2019

Wednesday, October 23, 2019

Wednesday, October 23, 2019




CENTRAL FLORIDA EXPRESSWAY AUTHORITY **2040 MASTER PLAN** **Potential New Expressway Projects Osceola-Brevard Connector (599-229)** **FIGURE 5-1**

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 22, 2019



SUBJECT: Approval of First Contract Renewal with Moore Stephens Lovelace, P.A.
for External Auditing Services
Contract No. 001241

Board approval is requested for the first renewal of the referenced contract with Moore Stephens Lovelace, P.A. in the amount of \$80,700.00 for a one year period beginning March 1, 2020 and ending February 28, 2021. The original contract was three years with two one-year renewals.

The services to be provided under this renewal are external auditing services.

Original Contract	\$ 238,500.00
Supplemental Agreement No. 1	\$ 31,400.00
First Renewal	\$ 80,700.00
Total	\$ 350,600.00

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Michael Carlisle
Director of Accounting and Finance 

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT NO. 1
CONTRACT NO. 001241**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of November 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Moore Stephens Lovelace P.A., herein after called the "Auditor."

WITNESSETH

WHEREAS, CFX and the Auditor entered into a Contract Agreement (the "Original Agreement") dated January 12, 2017, with a Notice to Proceed date of March 1, 2017, whereby CFX retained the Auditor to external auditing services as required by CFX.

WHEREAS, pursuant to Article 2.0 of the Original Agreement, CFX and Auditor 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 Auditor agree to a first renewal of said Original Agreement beginning the 1st day of March 2020 and ending the 28th day of February 2021 at the cost of \$80,700.00, which increase 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.

MOORE STEPHENS LOVELACE P.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX



Certified Public Accountants

April 1, 2019

VIA EMAIL

Ms. Lisa Lumbard
Chief Financial Officer
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Ms. Lumbard:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the **Central Florida Expressway Authority** ("CFX") in connection with the Infinity Toll System for the fiscal year ending June 30, 2019.

We will apply the agreed-upon procedures listed in Appendix A that were specified and agreed to by CFX for the Infinity Toll System for the fiscal year ending June 30, 2019. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed, or to be performed, is solely the responsibility of CFX, and we will require an acknowledgement in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in Appendix A do not constitute an examination or review, we will not express an opinion or conclusion on the Infinity Toll System. In addition, we have no obligation to perform any procedures beyond those listed.

We will submit a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to CFX. If, for any reason, we are unable to complete any procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the use of CFX and the Board members and should not be used by anyone other than those specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations unrelated to the objectives of the engagement; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Infinity Toll System that comes to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the accuracy of the Infinity Toll System, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Ms. Lisa Lumbard
Chief Financial Officer
Central Florida Expressway Authority
April 1, 2019
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You are responsible for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. In addition, you are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

Daniel J. O'Keefe is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures as soon as possible and, unless unforeseeable circumstances are encountered, the engagement should be completed by April 30, 2019. At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the accuracy of the Infinity Toll System.

MSL and Moore Stephens Tiller LLC have been defined as a network within an association under the *AICPA Rules of Professional Conduct*. You confirm to us that you are not aware of any prohibited relationship that would impair our independence under the *AICPA Rules of Professional Conduct* between our Firm and Moore Stephens Tiller LLC and its employees. We are also not aware of any such relationships.

FEES - Our fees are based on the tasks required, time spent, and level of expertise of the staff used to perform this engagement. Based on our preliminary estimates, the fee should be between \$30,000 and \$35,000. Please refer to Appendix B for a table of hours and estimated fees by position. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our Firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

TERM - This engagement is for a limited period of time and is further limited by scope. Any other services performed on your behalf shall be by separate agreement. Our engagement ends on delivery of our report. Any follow-up services will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

ENTIRE AGREEMENT - The terms and conditions set out in this engagement letter constitute the entire agreement between the parties and supersede any verbal or written agreements concerning the above-referenced services.

If the services and terms outlined above are in accordance with your understanding, please sign this letter and return it to us. Upon receipt of your signed engagement letter, we will begin your work.

Ms. Lisa Lombard
Chief Financial Officer
Central Florida Expressway Authority
April 1, 2019
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We very much appreciate this opportunity to be of service to you. If you have any questions, please do not hesitate to contact us.

Sincerely,

Moore Stephens Lovelace, P.A.

MOORE STEPHENS LOVELACE, P.A.

The above terms and conditions are accepted and affirmed.

By: *[Signature]*
Date: 4.3.19

aam
Attachments

**Central Florida Expressway Authority
Infinity Toll System
Appendix A – Agreed-Upon Procedures**

OBJECTIVE	PROCEDURES
<p>1. Determine if toll lane transactions in the Infinity Toll System are being accurately recorded in CFX's financial software.</p>	<ul style="list-style-type: none"> • Using the toll transaction data from the Infinity Toll System data warehouse, test a sample of transactions from the Infinity Toll System and trace to timely recording as revenue in CFX's financial software and report on the results. The sample will include transactions from each plaza that has been converted to the Infinity Toll System. • For a sample of days, perform a reconciliation between the total daily toll lane transactions recorded in the Infinity Toll System and the total toll lane transactions imported to CFX's financial software and report on results. The sample of days will include transactions from each plaza that has been converted to the Infinity Toll System. • Provide written findings and recommendations for improvement.
<p>2. Compare toll transaction activity for plazas before and after conversion to the Infinity Toll System and report on trends.</p>	<ul style="list-style-type: none"> • Using the toll transaction data from the Infinity Toll System data warehouse, compare toll transaction activity before and after conversion to the Infinity Toll System by performing an analytical review, including trend analysis, and report on the results. The period covered for each plaza will be for the 30 days prior to the installation date and 30 days after the installation date. • Provide written findings and recommendations for improvement.
<p>3. Develop procedures for ongoing monitoring of the Infinity Toll System that can be utilized by CFX personnel.</p>	<ul style="list-style-type: none"> • Based on testing performed above, document written procedures that can be followed by CFX personnel for future plaza installations and ongoing monitoring of existing plaza operations.

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MOORE STEPHENS LOVELACE P.A.**

EXTERNAL AUDITING SERVICES

CONTRACT NO. 001241

**CONTRACT DATE: JANUARY 12, 2017
CONTRACT AMOUNT: \$238,500.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL, AND FEE SCHEDULE**

FOR

EXTERNAL AUDITING SERVICES

CONTRACT NO. 001241

January 2017

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR EXTERNAL AUDITING SERVICES
CONTRACT NO. 001241**

This Contract No. 001241 (the "Contract" as defined herein below), is made this 12th day of January 2017, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called ("CFX") and MOORE STEPHENS LOVELACE, P.A., hereinafter the ("AUDITOR").

WITNESSETH:

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

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

WHEREAS, CFX desires to retain the services of an auditor to perform external auditing services and related tasks as may be assigned to AUDITOR by CFX and,

WHEREAS, on or about October 16, 2016, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and,

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on December 14, 2016 and the recommendation of the Audit Committee at its meeting held on December 15, 2016, the Governing Board of CFX at its meeting held on January 12, 2017 selected Moore Stephens Lovelace, P.A. to serve as External Auditor;

WHEREAS, AUDITOR is competent, qualified and duly authorized to practice external auditing services in the State of Florida and desires to provide professional auditing services to CFX according to the terms and conditions stated herein.

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

1. SERVICES TO BE PROVIDED

AUDITOR 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 performing external auditing 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, AUDITOR 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,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal, and
- 1.5 The Fee Schedule

(collectively, the "Contract").

2. TERM AND NOTICE

The term of this Contract shall begin upon the date of signature of the last party to sign. The initial term of the Contract will be three (3) years. 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 AUDITOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide AUDITOR with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 30 days notice for convenience or 10 days with cure notice for cause for AUDITOR'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 AUDITOR (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. AUDITOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work properly 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 AUDITOR: (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 AUDITOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If AUDITOR (within the curative period, if any, described in cure notice) does not correct the default, CFX will have the right to remove the work from AUDITOR 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 documents 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, AUDITOR's default (including the costs of completing Contract performance) shall be charged against AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, AUDITOR 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, AUDITOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit AUDITOR 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 AUDITOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by AUDITOR. 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 AUDITOR 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 AUDITOR 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 \$238,500.00.

3.2 CFX agrees to pay AUDITOR 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 AUDITOR'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 AUDITOR 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 AUDITOR 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 AUDITOR or any subcontractor. By submitting a response to the Request for Proposal, AUDITOR 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 AUDITOR refuses such access or review, AUDITOR 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 AUDITOR. These provisions shall not be limited in any manner by the existence of any AUDITOR claims or pending litigation relating to the Contract. Disqualification or suspension of AUDITOR for failure to comply with this section shall also preclude AUDITOR from acting in the future as a subcontractor of another AUDITOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean AUDITOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: AUDITOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of AUDITOR and any or all subcontractors to support the compensation paid AUDITOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to AUDITOR 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, AUDITOR agrees that such amounts are due to CFX upon demand. Final payment to AUDITOR shall be adjusted for audit results.

AUDITOR 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. PUBLIC RECORDS

IF AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUDITOR'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 Paragraph 9, AUDITOR 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 AUDITOR 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, AUDITOR 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 AUDITOR 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 AUDITOR or keep and maintain public records required by the public agency to perform the service. If AUDITOR transfers all public records to the public agency upon completion of the contract, AUDITOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AUDITOR keeps and maintains public records upon completion of the contract, AUDITOR 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 AUDITOR in conjunction with this Contract (including without limitation AUDITOR Records and Proposal Records, if and as applicable), AUDITOR shall immediately notify the CFX. In the event AUDITOR has public records in its possession, AUDITOR shall comply with the Public Records Act.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

AUDITOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for AUDITOR, to solicit or secure this Contract, and that AUDITOR 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.

AUDITOR 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. AUDITOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, AUDITOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

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

AUDITOR 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.

AUDITOR 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 AUDITOR, 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, CONSULTANT 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. CONSULTANT shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONSULTANT 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 CONSULTANT's invoices, and shall be in a form reasonably acceptable to CFX.

8. AUDITOR INSURANCE

AUDITOR 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. AUDITOR 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 AUDITOR 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.

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

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

9. AUDITOR RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

AUDITOR 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 AUDITOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of AUDITOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- 10.1 violation of same by AUDITOR, its subcontractors, officers, agents or employees,
- 10.2 CFX's use or possession of AUDITOR Property,
- 10.3 CFX's full exercise of its rights under any license conveyed to it by AUDITOR,
- 10.4 AUDITOR's violation of the confidentiality and security requirements associated with CFX Property (as defined herein below),
- 10.5 AUDITOR's failure to include terms in its subcontracts as required by this Contract,

10.6 AUDITOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 AUDITOR's breach of any of the warranties or representations contained in this Contract,

Except that AUDITOR 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 AUDITOR for performance of each task authorized under the Contract is the specific consideration from CFX to AUDITOR for AUDITOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

AUDITOR 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, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

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

13. NONDISCRIMINATION

AUDITOR, 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. NOTIFICATION of CONVICTION of CRIMES

CONSULTANT shall notify CFX if any of CONSULTANT'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.

15. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT.

AUDITOR 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, AUDITOR 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.

16. SUBLETTING AND ASSIGNMENT

CFX has selected AUDITOR to perform the Services based upon characteristics and qualifications of AUDITOR and its employees. Therefore, AUDITOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of AUDITOR'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 AUDITOR 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, AUDITOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by AUDITOR 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), AUDITOR 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 AUDITOR until it has been approved by CFX Board. In the event of a designated emergency, AUDITOR 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.

17. DISPUTES

All services shall be performed by AUDITOR to the reasonable satisfaction of CFX's Executive Director (or his designee), 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.

18. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or AUDITOR'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 AUDITOR to be the prevailing party, AUDITOR 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.

19. 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.

20. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

21. PUBLIC ENTITY CRIMES. AUDITOR hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

22. APPLICABLE LAW; VENUE

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

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

23. RELATIONSHIPS

AUDITOR acknowledges that no employment relationship exists between CFX and AUDITOR or AUDITOR's employees. AUDITOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. AUDITOR 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.

AUDITOR shall conduct no act or omission that would lead AUDITOR's employees or any legal tribunal or regulatory agency to believe or conclude that AUDITOR'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 AUDITOR 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, AUDITOR 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. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

AUDITOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to

inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

26.2 Payment to AUDITOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of AUDITOR's employees with respect to any successor of AUDITOR; and

26.4 Obligations upon expiration or termination of the Contract; and

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

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract AUDITOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of AUDITOR who performed work under the Contract; and

27.2 AUDITOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

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

29. 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: Chief Financial Officer

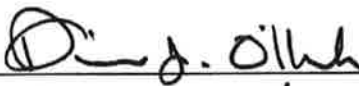
AUDITOR: MOORE STEPHENS LOVELACE, P.A.
255 South Orange Avenue, Suite
Orlando, Florida 32801
ATTN: Daniel J. O'Keefe

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 Governing Board of CFX at its meeting on January 12, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

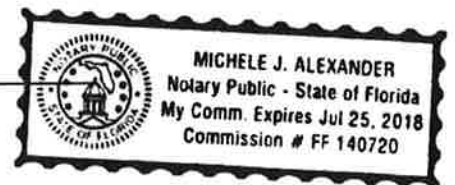
By: 
Director of Procurement
Print Name: Aneeth Wilkins
Date: 3/1/17

MOORE STEPHENS LOVELACE, P.A.

By: 
Shareholder / Secretary
Title

ATTEST:  (Seal)

DATE: 1.30.17



Approved as to form and execution, only.


General Counsel for CFX

EXHIBIT A
EXTERNAL AUDITING SERVICES
SCOPE OF SERVICES

1.0 Description

The Auditor shall provide External Auditing Services to CFX as required by this Scope of Services including Attachments A, B and C hereto. The Auditor shall implement an audit plan approved by CFX and complete its audit field work to ensure the issuance of the Annual Financial Report by October 15th of each respective year. Subject to such notification, the Management Letter shall also be completed by September 30th of each respective year and shall include management's responses to the comments. The Management Letter shall be included in and bound with the Annual Financial Report.

2.0 Annual Independent Audit Requirements

- The audit shall be a financial audit as defined in Section 11.45(1)(c) of Florida Statutes comprising the Annual Financial Report including the general purpose financial statements and certain supplementary financial data. CFX also produces a Comprehensive Annual Financial Report (CAFR), which is subject to review and includes the audited financial statements.
- Annual financial and compliance audit of all Federal and State grant-in-aid programs in accordance with OMB Circular A-133 and the Single Audit Act of 1984, as amended, if applicable under requirements of OMB Circular A-133 and the Uniform Administrative Requirements.
- Annual compliance attestation of State grants and aids appropriations to the extent required by Chapter 10.550, Rules of the Auditor General.
- Annual Management Letter as defined by Auditor General Rule 10.554(1)(i). The Management Letter must also include a statement in accordance with Sections 218.39(7), Florida Statutes.

3.0 Performance Specifications and Reports

- A. In performing the Annual Independent Audit and services pursuant to the Contract, the Auditor shall, where applicable, adhere to:
1. "Generally Accepted Auditing Standards" applicable to governmental units, as promulgated by the AICPA.
 2. Governmental Accounting Standards promulgated by the GASB. GAO standards, regulations and guidelines applicable in the State of Florida, and will conduct the audit in accordance with these requirements existing, or as may be pronounced during the period or term of this audit engagement.

3. Federal and State statutes, reporting requirements under both the Single Audit Act of 1984 and OMB Circular A-133.
- B. The audit report shall contain:
1. Opinion of the Auditor on the general purpose financial statements.
 2. Report on internal control.
 3. Reports on compliance with laws and regulations.
 4. Report on compliance with bond covenants.
 5. An "in relation to" opinion on supplementary schedules.
 6. Any other report required by General Accounting and Auditing Standards (GAAS).
- C. Review of the system of internal accounting control and internal administrative control to the extent required by generally accepted auditing standards and requirements of the Single Audit Act.
- D. Fulfill requirements of Section 10.556 and 10.557 of the Rules of the Auditor General, including:
1. Preparation of Annual Financial Audit Report.
 2. Preparation of Single Audit Report and other necessary Federal and State Reports, as needed.
- E. A final and complete report of the audit shall be submitted to the members of CFX's Audit Committee no later than October 15th of each succeeding fiscal year, subject to the event of notification as may be specified elsewhere. The report shall also be presented to CFX's Governing Board.
- F. Submission of the previously mentioned Management Letter, which shall include applicable comments regarding internal control and compliance matters as well as disclosures required by the Auditor General. The final Management Letter to CFX shall include responses to such comments.
- G. The Auditor shall format, process, and reproduce 15 hard copies of the Annual Financial Report, 5 hard copies of the Single Audit Report, as well as provide an electronic copy, suitable for publication.
- H. The Auditor shall upon reasonable written notice and without charge, make available its work papers to any Federal or State agency in accordance with Federal and State Law Regulations and Attachment B hereto. The Auditor shall cooperate with any successor auditor appointed by CFX in accordance with applicable laws, regulations and professional standards.
- I. Auditor shall attend all Audit Committee meetings as requested for no additional fee.

4.0 Other Services

- A. Additional auditing services that may be required include the preparation of special reports for financing purposes, as determined by the Chief Financial Officer, or litigation support as determined by CFX's General Counsel.
- B. Any other additional audit work is limited to an annual fee cap of no more than 25% of the annual audit contract. Such work may arise from changes in GAAP, GAAS, Federal requirements, or client imposed scope changes and must be approved by the Chief Financial Officer.
- C. For items A and B above, CFX will request engagement letters as the need arises.
- D. If any major department activity, or fund presently operated by CFX is transferred to another agency or authority, or a new major activity, department or fund is added to the responsibility of CFX (and subject to audit under the terms of the Contract), the annual fee provided for shall be increased or decreased after re-negotiation for such change, the same being agreed to in writing, by CFX and the Auditor.
- E. The Auditor acknowledges CFX has and will continue to issue revenue bonds. As a result of issuance of such bonds, CFX is subject to Section 10B (referred to as the "fraud provisions") of Securities Act of 1933. Should additional legislation be passed subjecting CFX to any other Federal or State securities laws, the Contract may be renegotiated to address the additional amount of work required by the Securities Reporting Provisions. The Auditor agrees that should such legislation be passed, the Auditor will meet all conditions imposed by the AICPA relative to firms practicing in the SEC Practice Section.

5.0 Internal Assistance

- A. CFX staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation and explanations. The Finance Department staff will do the preparation of trial balances. Any information provided will be in the format maintained by CFX. Any additional or reformatted schedules will be the responsibility of the Auditor.
- B. CFX will provide the Auditor with reasonable workspace, desks and chairs. The Auditor will also be provided with access to telephones, photocopying facilities and FAX machines.

Attachment A

LIMITATIONS OF THE AUDITING PROCESS

The objective of an audit is the expression of our opinion concerning whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. CFX's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with generally accepted auditing standards ("GAAS") are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on CFX) on the financial statements.

As applicable, in accordance with requirements of the Single Audit Act Amendments of 1996, OMB Circular A-133 and the Florida Single Audit Act, CFX's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate CFX representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the course of the audits. The Auditor will include such matters in the reports as required for a Single Audit.

If, for any reason, the Auditor is unable to complete the audits, or is unable to form or has not formed an opinion on the basic financial statements, the Auditor may decline to express an opinion or decline to issue a report as a result of the engagement.

RESPONSIBILITIES AS TO INTERNAL CONTROLS

As a part of the audits, the Auditor will consider CFX's internal control structure, as required by auditing standards generally accepted in the United States of America and *Government Auditing Standards*, sufficient to plan the audit and to determine the nature,

timing, and extent of auditing procedures necessary for expressing our opinion concerning the basic financial statements. CFX recognizes that the basic financial statements and the establishment and maintenance of an effective internal control over financial reporting are the responsibility of management. CFX also recognizes that management is responsible for identifying and ensuring that CFX complies with the laws and regulations applicable to its activities. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors, fraud, or illegal acts. An audit is not designed to provide assurance on internal control. As part of the Auditor's consideration of CFX's internal control structure, however, the AUDITOR will inform appropriate CFX representatives of reportable conditions and other matters that come to the Auditor's attention that represent significant deficiencies in the design or operation of the internal control structure, if any, as required by OMB Circular A-133.

As required by OMB Circular A-133, the Auditor will perform tests of controls to evaluate the effectiveness of the design and operation of controls that the Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal award program. However, tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the Auditor's report on internal control issued pursuant to OMB Circular A-133.

CFX is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Auditor about all known or suspected fraud affecting CFX involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. CFX management is also responsible for informing the Auditor of knowledge of any allegations of fraud or suspected fraud affecting CFX received in communications from employees, former employees, regulators, or others.

RESPONSIBILITIES AS TO COMPLIANCE

CFX's audits will be conducted in accordance with the standards referred to in the Contract. As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, the Auditor will perform tests of CFX's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and the Auditor will not express such an opinion in the Auditor's report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that the Auditor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. The Auditor's procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect of each of CFX's major programs. The purpose of those procedures will be to express an opinion on CFX's

compliance with requirements applicable to major programs in the Auditor's report on compliance issued pursuant to OMB Circular A-133.

REPRESENTATION FROM MANAGEMENT

Management is responsible for the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America, for making all financial records and related information available to the Auditor, and for identifying and ensuring that CFX complies with the laws and regulations applicable to its activities. Management is also responsible for adjusting the financial statements to correct material misstatements. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on prior audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be made available to the Auditor during the course of the engagement. Management, at the conclusion of the engagement, will provide to the Auditor a representation letter that, among other things, addresses these matters and confirms certain representations made during the audit, including, to the best of their knowledge and belief, the absence of fraud involving management or those employees who have significant roles in CFX's internal control, or others where it could have a material effect on the basic financial statements. The representation letter will also affirm to the Auditor that management believes that the effects of any uncorrected misstatements aggregated pertaining to the current year financial statements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The Auditor will rely on CFX's management providing these representations, both in the planning and performance of the audit, and in considering the fees that the Auditor will charge to perform the audit.

ACCESS TO WORKING PAPERS

The working papers for the engagement are the property of Auditor and constitute confidential information. Except as discussed below, any requests for access to the Auditor's working papers will be discussed with CFX Management prior to making them available to requesting parties.

The Auditor, as well as all other major accounting firms, participates in a "peer review" program, covering audit and accounting practices. This program requires that once every three years the Auditor is to subject its quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of the Auditor's work. It is possible that the work the Auditor performs for CFX may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If CFX objects to having the work done by the Auditor subjected to peer review, CFX is to notify the Auditor in writing.

USE OF THIRD PARTY SERVICE PROVIDERS

Auditor may from time to time, and depending on the circumstances, use third-party service providers in serving CFX. Auditor may share confidential information about CFX with these service providers, but will remain committed to maintaining the confidentiality and security of information. Accordingly, the Auditor maintains internal policies, procedures and safeguards to protect the confidentiality of CFX's information. In addition, the Auditor will secure confidentiality agreements with all service providers to maintain the confidentiality of CFX's information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of confidential information to others. In the event that the Auditor is unable to secure an appropriate confidentiality agreement, CFX will be asked to provide its consent prior to the sharing of your confidential information with the third-part service provider. Furthermore, the Auditor will remain responsible for the work provided by any such third-party service providers.

Attachment B

AUDITOR ASSOCIATION WITH FINANCIAL STATEMENTS

CFX agrees not to publish the audited financial statements, and the Auditor's report thereon, in a misleading manner, and further agrees that the Auditor's report shall accompany any publication of said financial statements by CFX. Provided the Auditor is not considered associated with an official statement, the financial statements issued under the Contract may be used for any lawful purpose of CFX without the Auditor's consent. However, should the Auditor become associated with an official statement, the Auditor is required by auditing standards generally accepted in the United States of America to perform certain procedures related to the offering document. These procedures, if applicable, will be subject to written arrangements and fees under this contract. If not associated with the official statement, the Auditor will not have performed, since the date of the Auditor's report, any procedures on the financial statements addressed in that report. Further, the Auditor will not have performed any procedures relating to the official statement for which the Auditor is not associated.

The Auditor will be considered associated with an official statement if (a) the Auditor assists in preparing financial information included in the official statement, (b) CFX requests the Auditor to review a draft of the official statement, (c) the Auditor provides an original manual signature on the Auditor's report included in the official statement, (d) the Auditor is asked to provide a revised Auditor's report for inclusion in a specific official statement, (e) the Auditor issues a comfort letter or a letter described in SAS No. 72, *Letters for Underwriters and Certain Other Requesting Parties*, as amended, or an attestation engagement report in lieu of a comfort or similar letter on information included in the official statement, (e) the Auditor provides written agreement for use of the Auditor's report in the official statement (consent letter) or (f) the Auditor issues an attestation report related to the debt offering.

Attachment C

PREPARATION OF FINANCIAL STATEMENTS

As part of this Contract, Auditor shall prepare the financial statements and note disclosures that CFX prepares. CFX Management is responsible for the financial statements and note disclosures. In management's representation to Auditor, management will be asked to acknowledge Auditor's role in this regard, and management's review, approval, and responsibility for the financial statements and note disclosures. Further, management is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.


End of Scope of Services

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 28, 2019

RE: Approval of the Second Amendment to the Memorandum of Understanding and Space/Use Agreement (“Agreement”) with the Greater Orlando Aviation Authority (“GOAA”) for the Rental Car Visitor Toll Pass Program
Contract No. 001475

Last year, CFX and GOAA entered into a Memorandum of Understanding and a Space/Use Agreement to pilot a Visitor Toll Pass Program for rental car customers. The program allows rental car customers to obtain E-PASS® hangtag transponders at the Orlando International Airport.

The parties seek to amend the Agreement to extend the term by two months and to allow automatic renewals.

Reviewed by: 

ATTACHMENTS

1. Amendment No. 2 to Memorandum of Understanding and Space/Use Agreement
2. Amendment to Memorandum of Understanding and Space/Use Agreement
3. Memorandum of Understanding and Space/Use Agreement

**AMENDMENT NO. 2 TO
MEMORANDUM OF UNDERSTANDING AND
SPACE USE AGREEMENT**

This Amendment No. 2 to the Memorandum of Understanding and Space Use Agreement, to CFX Contract No. 001475, as amended, is made and entered this ___ day of _____ 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), with a principal address of 4974 ORL Tower Road, Orlando, FL 32807, a body politic and agency of the State of Florida, hereinafter called “CFX”, and GREATER ORLANDO AVIATION AUTHORITY (“GOAA”), with a principal address of One Jeff Fuqua Boulevard, Orlando, FL 32827-4399, an agency of the City of Orlando, existing as an independent special district under the laws of the State of Florida. CFX and GOAA are sometimes hereinafter referred to individual as a “Party” or jointly as the “Parties”.

RECITALS:

WHEREAS, the Parties entered into a Memorandum of Understanding (“MOU”) on or about November 9, 2018, and a Space Use Agreement (“SUA”) on or about August 28, 2018;

WHEREAS, the MOU and the SUA were amended on or about March 21, 2019, to extend the program period and term to June 1, 2020; and

WHEREAS, the Parties have agreed to amend the MOU and SUA as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3 of the MOU as amended shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:

Amended Program Period. The Program initially shall be operated on a pilot basis for a ~~three-month~~ period beginning May 1, 2019 and completed before July 31, June 1, 2020, and shall automatically renew after the expiration of each preceding term for an Additional Term of equal duration commencing on the date of expiration of the prior term, unless sooner terminated in accordance with the terms and provisions hereof. The parties may mutually agree in writing to extend the pilot period for additional periods as determined by written agreement ~~approved by the parties.~~ At any time during or following the end of the pilot period, the parties may agree to permanently implement the Program, with such changes as the parties shall mutually agree. In connection with the permanent implementation of the Program, the parties may formalize the Program through the execution and delivery of an Interlocal Agreement pursuant to section 163.01, Florida Statutes.

2. Paragraph A-3 of Attachment A to the SUA as amended shall be modified by deleting the text that is stricken and adding the text that is underlined as follows:

A-3. TERM.

The Initial Term of use and occupancy permitted under this Agreement shall be for a period from May 1, 2019 ("the "Effective Date") through July 31, 2020, subject to all rights of renewal and termination set forth herein.

3. Except as expressly amended hereby, all the remaining provisions of the MOU and SUA, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties evidence their agreement through the execution of this Amendment No. 2 by their duly authorized signatures.


**"GOAA"
GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:



Print Name: S. BURNETTE-SNYDER
ASSISTANT SECRETARY

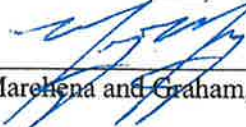
Title: _____

By: 
Phillip N. Brown, A.A.E.,
Chief Executive Officer

Date: 9/26 / _____, 2019

APPROVED AS TO FORM AND LEGALITY this
8 day of August, 2019, for the use and
reliance by the GREATER ORLANDO
AVIATION AUTHORITY, only.

Marchena and Graham, P.A., General Counsel.

By: 
Marchena and Graham, P.A.

“CFX”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Regla (“Mimi”) Lamaute
Board Services Coordinator

By: _____
Laura Kelley, Executive Director

Date: _____, 2019

APPROVED FOR EXECUTION FOR RELIANCE
BY THE CENTRAL FLORIDA EXPRESSWAY
AUTHORITY ONLY.

By: _____

Print Name: _____

Date: _____, 2019

Amendment to Memorandum of Understanding (MOU) and Space Use Agreement (SUA) between the Central Florida Expressway Authority ("CFX") and the Greater Orlando Aviation Authority ("Authority")

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING AND SPACE USE AGREEMENT is hereby made and entered into on March 21 2019, by and between the Central Florida Expressway Authority (CFX), and the Greater Orlando Aviation Authority (GOAA). CFX and GOAA are sometimes hereinafter referred to individual as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into the MOU on November 9, 2018 and the SUA on August 28, 2018; and

WHEREAS, the Parties have agreed to amend the MOU and SUA.

NOW THEREFORE, the Parties agree to the following changes:

Amended Program Period. The dates of the three-month pilot program as outlined in the Memorandum of Understanding is being changed from *beginning January 1, 2019 and completed before December 31, 2019 to beginning May 1, 2019 and completed before June 1, 2020*. In addition, the following verbiage is being deleted: Upon completion of testing, CFX will notify the Aviation Authority a minimum of 10 days in advance to request pilot project opening date to customers.

A-3 Amended Term. The dates of the initial term of use and occupancy as outlined in Attachment A of the Space Use Agreement is being changed to read: The Initial Term of use and occupancy permitted under this Agreement shall be for a period of twelve months commencing May 1, 2019 ("the Effective Date") subject to all rights of renewal and termination set forth herein.

GREATER ORLANDO
AVIATION AUTHORITY

By: Phillip N. Brown
Phillip N. Brown
Chief Executive Officer

Date: 3-21-19

19 MAR 26 AM 11:16

APPROVED FOR FORM AND LEGALITY
on this 10th day of March, 2019,
for the use and reliance by the Greater
Orlando Aviation Authority, only

Marchena and Graham, P.A., Counsel

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: 
Laura Kelley
Executive Director

Date: 3/27/19

APPROVED FOR FORM AND LEGALITY
on this 27th day of March, 2019,
for the use and reliance by the Central
Florida Expressway Authority, only.


Joseph L. Passiatore, General Counsel

'19 MAR 26 AM 11:17

2018 AUG 29 AM 11:27

SPACE/USE AGREEMENT

THE GREATER ORLANDO AVIATION AUTHORITY, hereinafter referred to as "Authority," by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Company" to conduct business at Orlando International Airport, hereinafter referred to as "the Airport," for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Company.** The name, address and telephone numbers of the Company hereunder are as follows:

Name: Central Florida Expressway Authority

Address: 4974 ORL Tower Road
Orlando, FL 32807

Contact: David Wynne

Telephone: 407-690-5000 Fax: 407-690-5011

Cell phone: _____ Other: _____

E-mail: David.Wynne@CFXWay.com

Company Financial Billing Contact(s):

Name: Michael Carlisle

Address: 4974 ORL Tower Road, Orlando, FL 32807

Telephone: 407-690-5361 Fax: 407-690-5031

Cell phone: _____ Other: _____

E-mail: Michael.Carlisle@CFXWay.com

Company - 24 Hour Emergency Contacts – minimum of 2 contacts required

Name & Title: David Wynne, Director of Toll Operations

Address: 4974 ORL Tower Road, Orlando, FL 32807

Telephone: 407-690-5141 Fax: 407-690-5011

Cell phone: 407-509-5007 Other: _____

E-mail: David.Wynne@CFXWay.com

Name & Title: Fred Nieves

Address: 4974 ORL Tower Road, Orlando, FL 32807

Telephone: 407-690-5142 Fax: 407-690-5011

Cell phone: 407-948-5126 Other: _____

E-mail: Fred.Nieves@CFXWay.com

'19 MAR 26 AM 11:17

Company Insurance Contact

19 MAR 26 AM 11:17

Name & Title:	Marc Ventura		
Address:	4974 ORL Tower Road, Orlando, FL 32807		
Telephone:	407-690-5353	Fax:	407-690-5031
Cell phone:		Other:	
E-mail:	Marc.Ventura@CFXWay.com		

2. **Space to be Occupied.** Company is authorized to use the space at the Airport described in **Paragraph A-1 of Attachment A.**

3. **Consideration-Space Rental.** In consideration for the rights granted hereunder by Authority, Company hereby agrees to pay to Authority monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Paragraph A-2 of Attachment A** plus any and all sales or use taxes due thereon. Authority reserves the right to make adjustments to the rental due hereunder annually, effective September 1, upon written notice and, at any other time upon at least thirty (30) days prior written notice to Company.

All payments due hereunder shall be remitted to the Chief Financial Officer, Greater Orlando Aviation Authority, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399; without demand, set-off or deduction.

In the event that the term of this Agreement shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

4. **Term.** This Agreement is effective, from the Effective Date (as defined in **Paragraph A-3 of Attachment A**), to permit use or occupancy for the period stated in **Paragraph A-3 of Attachment A**, as the initial term (the "Initial Term"), and shall automatically renew after the expiration of each preceding term for an Additional Term of equal duration commencing on the date of expiration of the prior term, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, either party hereto shall have the right to terminate this Agreement prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days prior written notice of its intention to do so.

5. **Amount of Insurance Required.** Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs J(1) and J(2) hereof. The amounts of coverage are specified in **Paragraph A-4 of Attachment A.**

6. **Security Deposit.** The amount of the security deposit to be held subject to the provisions of Paragraph S hereof is shown in **Paragraph A-5 of Attachment A.**

7. **Turn-In Fee.** The amount of the non-refundable turn-in fee to be held subject to the provisions of Paragraph T hereof is shown in **Paragraph A-6 of Attachment A.**

8. Utility and Service Charges. Except as otherwise expressly shown in Paragraph A-7 of Attachment A, Company shall be responsible for all utility and service charges.

9. Additional Terms and Conditions. Company does hereby further agree to abide by all of the Terms and Conditions attached hereto. Special terms and conditions are shown in Paragraph A-8 of Attachment A.

10. Amendments. Amendments to this Agreement may be made by a revision of Attachment A and executing a numbered and dated Letter of Amendment.

ATTACHMENT A

SPACE USE AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

A-1. SPACE TO BE OCCUPIED.

Refer to **Exhibit A-1** and **Exhibit A-2** attached.

'19 MAR 26 AM 11:18

A-2. SPACE RENTAL CHARGE.

Exhibit A-1 space - Terminal B, Level 1 - NTL5.ZSE.01.9136 approximately 129 sf - Annual Rent \$18,539.88, or monthly rent of \$1,544.99.

Exhibit A-2 space - Terminal A, Level 2 - NTL5.ZNC.02.2645;2646;2642 - approximately 358 sf - Annual Rent \$51,451.76, or monthly rent of \$4,287.65.

A-3. TERM.

The Initial Term of use and occupancy permitted under this Agreement ~~will commence on September 1, 2018 (the "Effective Date") and expire on December 31, 2018. Renewal term shall be for a period of twelve months commencing Jan 1, 2019, subject to all rights of renewal and termination set forth herein.~~

MAY (the "Effective Date")

A-4. INSURANCE REQUIREMENTS.

In accordance with Authority's policy and procedures the minimum coverage required is:

- Automobile liability \$1,000,000 or \$5,000,000 if AOA access required.
- Commercial General Liability \$1,000,000 or \$5,000,000 if AOA access required.
- Workers Compensation As required by the laws of Florida.
- Employer's Liability Not less than \$100,000 "each accident", \$500,000 "disease-policy limit" and \$100,000 "disease-policy - each employee"

LK 3/1/19 *LK 9/5/18*
FAB

9-7-18

Evidence of current coverage is to be kept on file with the Authority or its designated agents.

A-5. AMOUNT OF SECURITY DEPOSIT. NONE

A-6. AMOUNT OF TURN-IN FEE. NONE

A-7. UTILITY & SERVICE CHARGES.

	Company	Authority	Comments
Electricity		✓	Service provided by Authority and included in the terminal rental rate.
Telephone	✓		
Water		✓	Service provided by Authority and included in the terminal rental rate.
Sewer		✓	Service provided by Authority and included in the terminal rental rate.
Janitorial		✓	Service provided by Authority and included in the terminal rental rate.
Trash Removal		✓	Service provided by Authority and included in the terminal rental rate.
Pest Control		✓	Service provided by Authority and included in the terminal rental rate.

The Utility and Service Charges provided by Authority shall mean those areas in the Terminal. Space at the Airport, but not in the Terminal that are leased hereunder are not be included in services provided by Authority.

A-8. SPECIAL CONDITIONS.

NONE.

GREATER ORLANDO AVIATION AUTHORITY

TERMS AND CONDITIONS OF SPACE/USE AGREEMENT

A. **Maintenance of Assigned Space.** Company accepts the space, if any, assigned under Attachment A hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is". Notwithstanding the obligations, set forth in Paragraph A-7 of Attachment A hereof, Company shall be responsible to maintain and repair the Assigned Space and to keep the Assigned Space in good, clean and attractive condition. Unless expressly included in the rates specified in Attachment A, Company shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore or repair the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect by, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space, reasonable use and wear excepted. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to Authority hereunder by reason thereof. The performance of maintenance and repair by the Authority shall in no event be construed as a waiver of the Company's duty to maintain and repair as herein provided. Notwithstanding the foregoing, Authority shall provide pest control and janitorial service to the Assigned Space. Company shall reimburse Authority for the fees and charges associated with such services within thirty (30) days after receipt of an invoice therefor from Authority. Unless Authority's written approval has been first obtained in each instance, Company shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Company make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein.

B. **Company's Property.** Any and all property belonging to, or brought onto the Airport by, Company or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Company. Subject to Authority's right of approval as set forth in Paragraph A hereof, Company may place and install trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Company. Company shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements of Authority, which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if Company shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on Company's property located in the Assigned Space which are available to it under the laws of the State of Florida, and Company shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.

C. **Authority's Right to Enter.** Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time after reasonable prior notice to the Company if feasible under the circumstances, for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.

D. **Utilities.** Unless expressly provided otherwise herein, Company shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.

E. **Access.** Company and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the Authority, have the right of ingress and egress to and from the Assigned Space.

F. **Rules and Regulations.** Company covenants and agrees to observe and comply with all reasonable rules and regulations of Authority, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. Company further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Company, the Assigned Space or the Airport. Company agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by Company of any applicable security regulation at the Airport, which payment shall be made by Company within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is Company's responsibility hereunder.

G. **Indemnification.** Company shall indemnify, defend and hold completely harmless Authority, the City and the members (including, without limitation, all members of the governing board of Authority, the Orlando City Council and the advisory committees of each), officers, agents and employees of each, (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities (including statutory liability and liability under Workers' Compensation Laws), and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, reasonable expert witness fees and Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing (a) arising directly or indirectly out of the use, occupancy or maintenance of the Assigned Space, including any Improvement thereto, or Company's operations at the Airport or in connection with any of Company's rights and obligations contained in this Agreement, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to any property which arises as a result of any act or omission on the part of the Company or its officers, partners, employees, agents, contractors, subcontractors, or licensees, regardless of where the damage, injury or death occurred, unless such claim, suit, demand, judgment, loss, cost, fine, penalty, damage, liability or expense was proximately caused solely by Indemnified Parties' negligence or by the joint negligence of Authority the Indemnified Parties and any person other than Company or Company's officers, partners, employees, agents, contractors, subcontractors, licensees or invitees or (b) arising out of the failure of Company to keep, observe or perform any of its obligations under this Agreement. Authority shall give Company reasonable notice of any suit or claim for which indemnification will be sought under this Paragraph H and allow Company or its insurer to compromise and defend the same to the extent of its interests (subject to the Authority's right to approve any proposed settlement, which approval shall not be unreasonably withheld) and reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Paragraph H, Company shall use counsel reasonably acceptable to Authority.

The foregoing provisions of this Paragraph H are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which Authority otherwise would be entitled to either pursuant to Florida Statue 768.28 or as an additional insured under any liability insurance maintained or required to be maintained by Company under this Agreement.

H. **Waiver of Damage.** Company hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents, employees, subcontractors or suppliers.

I. **Insurance Requirements.** Company shall, at its own cost and expense, purchase and maintain throughout the term of this Agreement the following insurance:

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Greater Orlando Aviation Authority and the City of Orlando, and the members (including, without limitation, members of Authority Board and the City Council, and members of the citizens advisory committees of each), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such Company or companies as the Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Paragraph 5 hereof, with a deductible in accordance with the Authority's policies and procedures in effect from time to time or otherwise reasonably acceptable to the Authority, with a waiver of any right of subrogation that the insurer may have against the Authority and the City, with contractual liability coverage for Company's covenants to and indemnification of the Authority and the City under this Agreement, and with the insurance Company obligated to use counsel reasonably acceptable to the Authority in carrying out its obligations to the Authority and the City. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

(2) Workers compensation insurance as required by the laws of Florida; provided, however, that Company may self-insure its workers compensation liability, if in compliance with Florida law. Employers Liability coverage is also required with limits of liability not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease-each employee.

At least three (3) business days prior to the commencement of the term of this Agreement and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided hereunder by Company, Company shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

J. **Assignment and Subletting.** Company shall not assign this Agreement or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in the Authority's sole discretion.

K. **Default.** In the event that Company shall fail to remit any payment due to Authority under Paragraph 3 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Agreement and such violation continues or reoccurs after Authority has given written notice thereof to Company, the Authority shall have the right to declare the entire balance of the consideration due to Authority under Paragraph 3 of this Agreement due and payable forthwith; or Authority may elect to terminate this Agreement and resume possession of the Assigned Space, thereafter using the same for its own purposes without having to account to Company therefor; or Authority may elect to retake possession of and relet the Assigned Space as agent for the Company, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration and other charges due Authority under this Agreement, in which event Company shall be responsible for paying any deficiency to Authority. In addition, Authority shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of Florida by reason of any such default. Company hereby expressly waives any notice of default from Authority as a prerequisite to surrender of possession of the Assigned Space, including, without limitation, the three-day notice provided for under Section 83.20, Florida Statutes

L. **End of Term.** At the end of the term or upon the earlier termination of this Agreement, Company shall deliver to Authority possession of the Assigned Space and all of the fixtures and equipment of Authority in their original condition in all respects, reasonable use and wear excepted, and Company agrees to reimburse Authority for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition; provided, however, in the event Company has caused any alterations or improvements to be made to the Assigned Space, including but not limited to the addition, relocation or removal of partitions and doorways (which such alterations or improvements shall be made at Company's cost and only with the prior express written approval of Authority in each instance), the Authority may elect, with respect to each such alteration or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at Company's expense.

M. **Holding Over.** It is agreed that if Company, or any assignee or sublessee thereof, shall continue to occupy the Assigned Space after the termination of this Agreement (including a termination under Paragraph M hereof) without the prior written consent of Authority, then such

tenancy shall be a tenancy-at-sufferance, the Authority shall be entitled to double the monthly rent specified in Paragraph 3 hereof, and acceptance by Authority of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall it waive Authority's right of re-entry or any other right available to it under the laws of Florida or the provisions of this Agreement.

N. **Costs and Attorneys' Fees.** In the event that Authority elects to engage the services of an attorney to collect any sums due hereunder from Company, or in the event the Authority is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Company shall reimburse Authority for all reasonable costs, attorneys' fees and all other actual expenses incurred by the Authority in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses. In the event that the Company requests any amendment or change to this Agreement or the Authority's consent to any assignment hereof or subletting hereunder, Company shall pay the Authority's legal fees and costs associated therewith, including attorneys', paralegals' and legal support personnel fees, costs and expenses.

O. **Notice.** Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by electronic mail, or by hand, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Agreement or such other address as Company may, by written notice, direct from time to time. Any notice permitted or required to be given to Authority hereunder shall be in writing and delivered either by electronic mail, or by hand to the Office of the Chief Executive Officer, Orlando International Airport, Orlando, Florida, provided Company obtains a written acknowledgment of receipt therefor from Authority, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Greater Orlando Aviation Authority
Attention: Chief Executive Officer
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

or such other address as Authority may request from time to time.

P. **Sums Paid by Authority.** If Authority has paid any sum or sums or has incurred any obligation or expense which Company has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional rent due hereunder and Company shall reimburse Authority therefor promptly upon demand.

Q. **Interest on Sums Due Authority.** Any sums payable by Company to Authority under any provision of this Agreement, which are not paid when due shall bear interest at the rate allowed under the Florida Local Government Prompt Payment Act, F.S. 218.70 et seq. **Security Deposit.** If a security deposit is required under Paragraph 6 hereof, it is based on a minimum of three (3) months rent and taxes as applicable. Company shall deposit such sum with Authority upon execution of this Agreement, and such sum shall be retained by Authority as security for the

faithful performance of Company's obligation hereunder and under all other agreements between the Company and Authority and all other obligations owed to Authority. At Authority's discretion, this amount may be increased or decreased based on Company's payment history. Authority shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to Authority which has not been paid, including, but not limited to, reimbursement of any expenses incurred by Authority in curing any default of Company, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Company shall promptly upon demand by Authority remit to Authority the amount of cash required to restore the security deposit to its original sum, and Company's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Agreement. Following termination of this Agreement, any unapplied portion of the security deposit shall be returned to Company, without interest, within sixty (60) days. The Authority will not pay interest on any security deposit. The Authority reserves the right to increase the amount required for the security deposit in connection with any adjustment to space rental as contemplated in Paragraph 3 hereof.

R. **Turn-in Fee.** Under Paragraph 7 hereof, Company shall deposit such sum with the Authority upon execution of this Agreement, and such sum shall be retained by the Authority as a non-refundable turn-in fee to cover the cost of painting, patching and cleaning the floor covering (carpet or tile) within the Assigned Space. The amount of such turn-in fee will be computed by Authority's Maintenance Department based on a per square foot cost and shall be non-refundable.

S. **Brokerage Commissions.** Unless expressly provided otherwise herein, Company warrants that no real estate commission is payable by Authority to any person or entity in connection with this Agreement, and Company does hereby agree to indemnify, defend and hold completely harmless Authority from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by Authority as a result of any claims therefor.

T. **Authority's Reserved Rights.**

(1) Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as Authority may deem advisable.

(3) Company covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, Company shall promptly consent in writing to such modifications.

U. **Discrimination Not Permitted.**

(1) Company, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Company shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Company shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Company authorize another person, with Authority's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Company shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Company shall furnish the original or a true copy of such agreement to Authority. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Company agrees that it will adopt any such requirement as a part of this Agreement.

(2) If Company shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Company shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

(3) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Agreement and to re-enter and repossess said Assigned Space, and hold the same as if this Agreement had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, Company assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Company also assures Authority that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to Authority.

(5) Company assures Authority that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. Company also assures Authority that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Company's operations under this Agreement.

V. Federal Aviation Administration Requirements.

(1) Company shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Company expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Company agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Company expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Company agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport

from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Company also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

W. **Foreign Trade Zone Requirements.**

If the assigned space is located within a building that is actively used for Foreign Trade Zone business, Company further covenants and agrees that it will be bound by the provisions of the applicable Tariff governing the operation of Foreign Trade Zone #42, including all changes and addenda thereto or reissues thereof, which such tariff is by reference made a part hereof.

X. **Hazardous Materials.**

(1) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

i. **"Environmental Laws"** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. **"Hazardous Material"** includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Sections 9601 et seq.) ("**CERCLA**"), and any successor statutes, as same may be amended from time to time, or pursuant to Chapters 376 and 403, Florida Statutes and any successor statutes, as same may be amended from time to time; any "hazardous waste" listed pursuant to **Section 403.72**, Florida Statutes, and any successor statutes, as same may be amended from time to time, or any waste which conforms to the criteria for hazardous material adopted by the Authority; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the Authority's rules and regulations.

iii. **"Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Company's Agreement.** Company agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or

about the Airport, or transported to or from the Airport; provided that Company may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the Authority's rules and regulations.

(3) **Environmental Indemnity.** Company shall indemnify, defend and hold harmless the Authority and the City from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by Company of its obligations contained in subparagraph Z(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to Company, the Authority may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Company's operations in the leased space or originating from the Company's leased space to determine whether Company has breached its obligations under subparagraph Z(2) above. Company shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Company.

Y. **Miscellaneous.**

(1) the paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Company's right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of Company hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority.

Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) Company represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Company to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

(9) As required by Florida law, Authority hereby includes the following notifications as part of this Agreement:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, provides that:

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 §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed in the convicted vendor list.

(10) Company hereby consents to the jurisdiction of the courts of the State of Florida and of the Federal District Court for the Middle District of Florida with respect to any action instituted by the Authority and arising against Company under this Agreement, and waives any objection which Company may have at any time to the laying of venue of any such action

brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Company under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

By: [Signature]
Dayci S Burnette-Snyder
Assistant Secretary

GREATER ORLANDO AVIATION
AUTHORITY

By: [Signature]
Phillip N. Brown, A.A.E., Chief Executive
Officer

Date: 8/28/, 2018

ATTEST:

By: [Signature]
Printed Name: Pegla Hamant
Title: Executive Assistant

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: [Signature]
Printed Name: Laura Kelley
Title: Executive Secretary

Date: Aug. 14, 2018

OR

WITNESSES:

'19 MAR 26 AM 11:18

[Signature]

Printed Name: Larissa Bon.

[Signature]

Printed Name: Anna Farmer

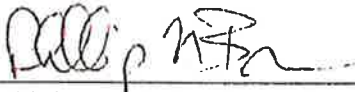
brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the Authority and arising against Company under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

GREATER ORLANDO AVIATION
AUTHORITY

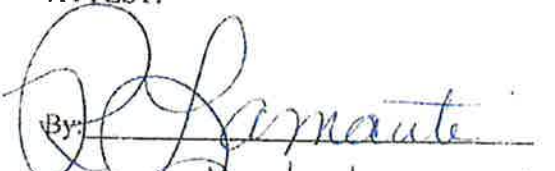
By: _____
Dayci S Burnette-Snyder
Assistant Secretary


By: 
Phillip N. Brown, A.A.E., Chief Executive
Officer

Date: _____, 2018

ATTEST:

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: 
Printed Name: Pryla Hamrick
Title: Executive Assistant

By: 
Printed Name: Laura Kelley
Title: Executive Director

Date: Aug. 14, 2018

OR

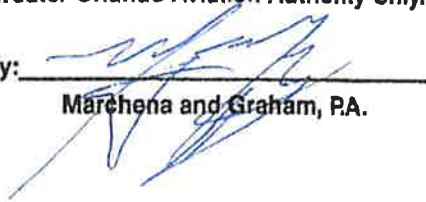
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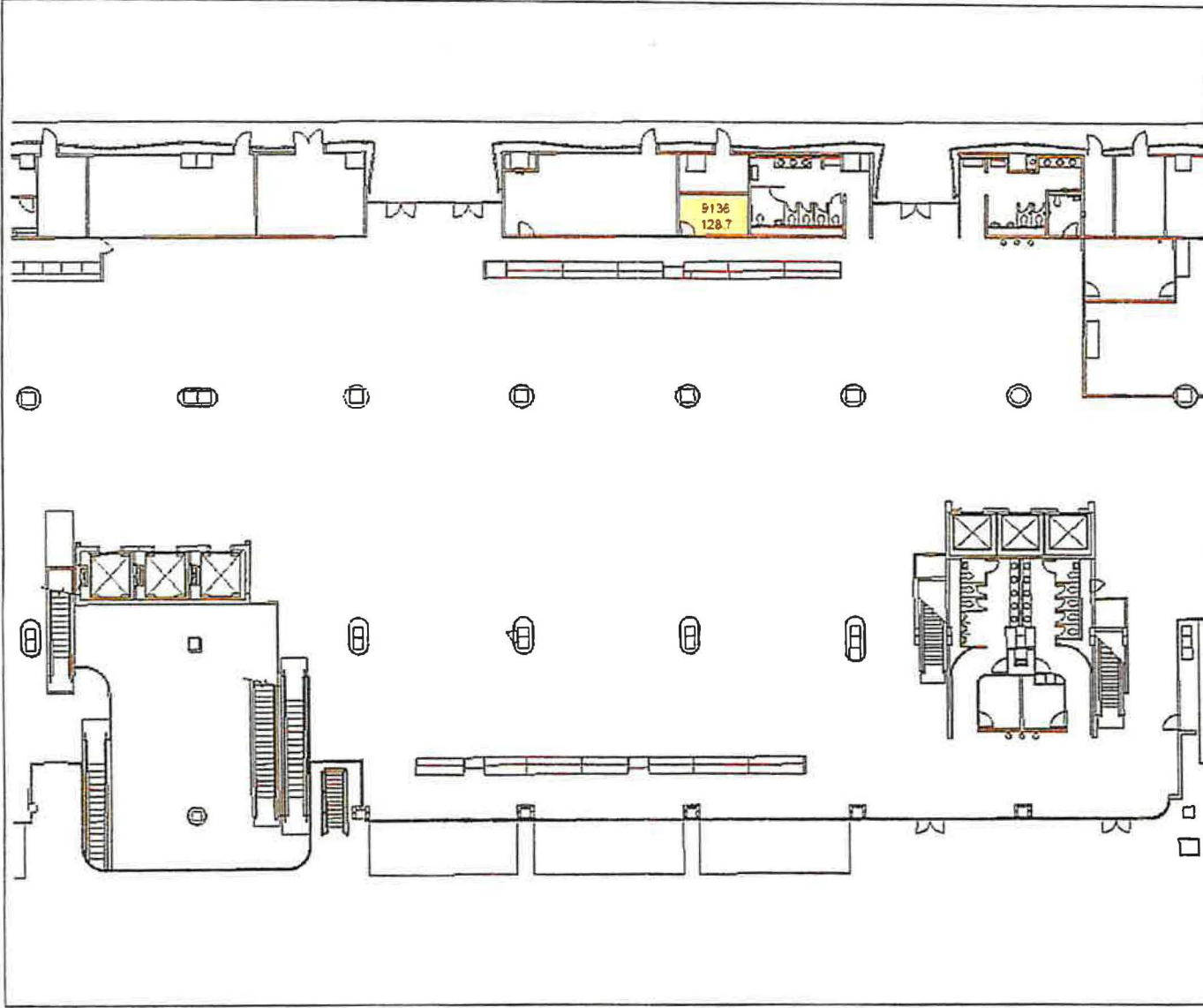
Printed Name: _____

Printed Name: _____

'19 MAR 26 AM 11:18

APPROVED AS TO FORM AND LEGALITY
on the 28 day of August, 2018,
for the use and reliance of the
Greater Orlando Aviation Authority only.

By: 
Marchena and Graham, P.A.



**GREATER ORLANDO
AVIATION AUTHORITY**

**"MCO"
ORLANDO INTERNATIONAL
AIRPORT**

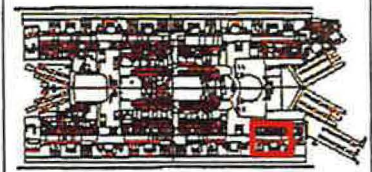
Exhibit A-1

**SPACE USE
AGREEMENT**

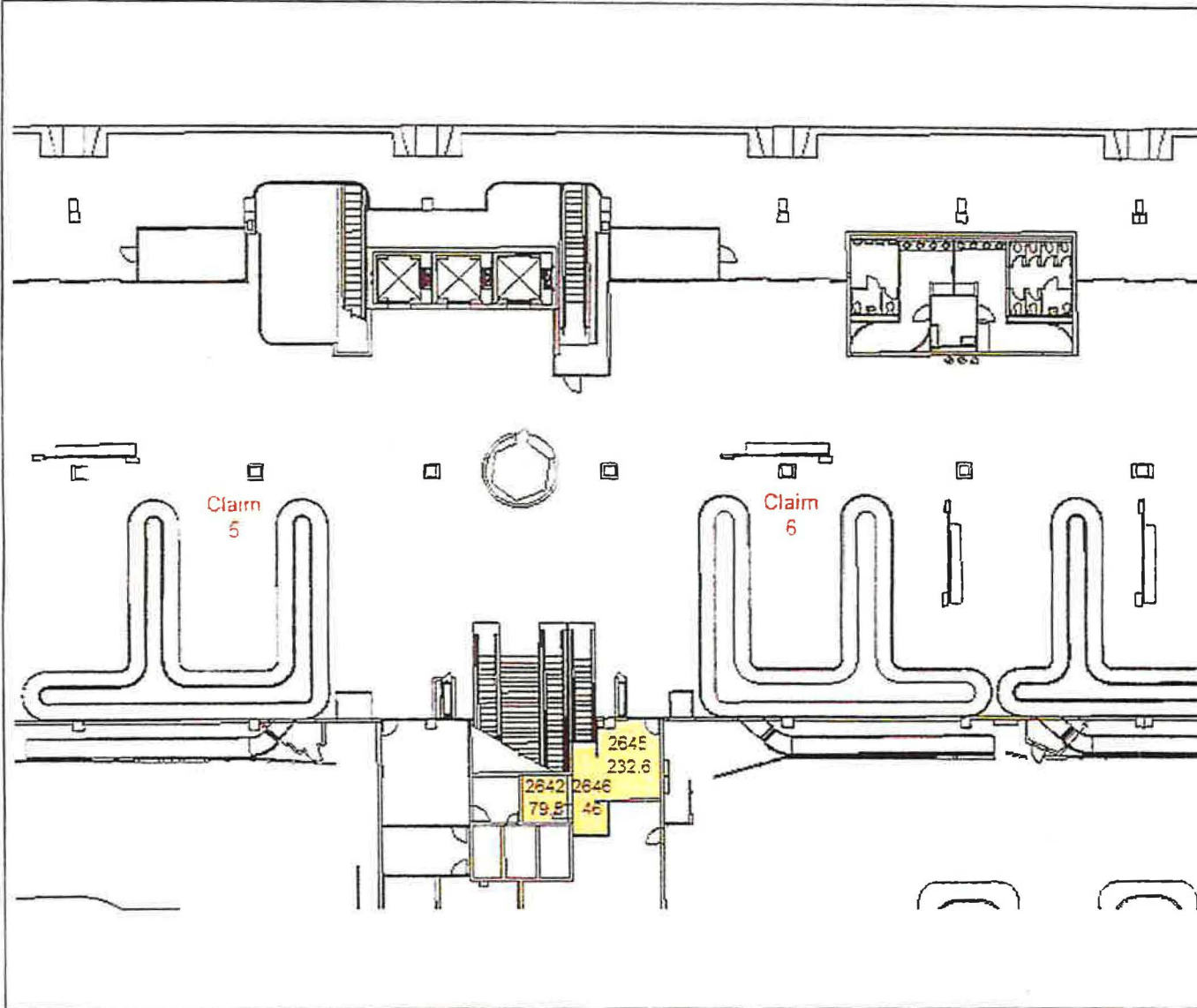
**LANDSIDE TERMINAL
ZONESOUTH EAST
LEVEL 01**

**ROOM ID EFFECTIVE
2017-08-01**

OIA.0800.NTLS.ZSE.01.9136



NOT TO SCALE



**GREATER ORLANDO
AVIATION AUTHORITY**

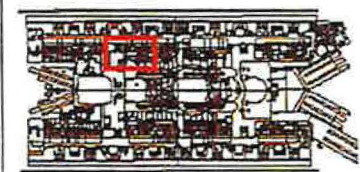
"MCO"
ORLANDO INTERNATIONAL
AIRPORT

**Exhibit A-2
SPACE USE
AGREEMENT**

LANDSIDE TERMINAL
ZONE NORTH CENTRAL
LEVEL 02

ROOM ID EFFECTIVE
2017-08-01

- OIA.0800.NTLS.ZNC.02.2645
- OIA.0800.NTLS.ZNC.02.2646
- OIA.0800.NTLS.ZNC.02.2642



NOT TO SCALE

133 NOV 18 4:10:37

MEMORANDUM OF UNDERSTANDING

GREATER ORLANDO AVIATION AUTHORITY

And

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

The Greater Orlando Aviation Authority, a public and governmental body existing under and by virtue of the laws of the State of Florida (hereinafter "Aviation Authority") and the Central Florida Expressway Authority, an agency of the State of Florida created pursuant to Chapter 348, Florida Statutes (hereinafter "CFX") hereby agree as follows:

1. **Purpose.** This is a Memorandum of Understanding ("MOU") intended to outline the general understanding of the parties regarding the implementation of an E-PASS transponder hangtag program (the "Program") to be located on at Orlando International Airport ("Airport"). The Aviation Authority seeks to create a positive passenger experience for its passengers, including their use of rental cars. One source of passenger concern has been administrative fees incurred in connection with use of toll roads without transponders. Under the Program, CFX will provide E-PASS transponder hangtags on a voluntary basis to rental car customers desiring to use E-PASS transponders on toll roads throughout the State and in other jurisdictions where E-PASS is interoperable. CFX will provide these transponders free of charge to passengers and will provide the transponders and staff to implement the Program. Implementation of this Program should improve passenger experiences at the Airport, thereby benefitting the Aviation Authority.

2. **Program.** CFX shall sponsor, develop, implement, administer and maintain the Program at its sole cost and expense. CFX shall pay to (or at the direction of) Aviation Authority all reasonable costs and expenses of Aviation Authority and its professionals or advisors for its participation in development and implementation of the Program. Under the Program, Aviation Authority will provide one or more locations within its rental car operations facilities that are mutually acceptable to Aviation Authority and CFX for the Program, subject to any applicable Aviation Authority policies, procedures or requirements. Either party may append to this MOU such additional terms, provisions and agreements, as either party deems necessary or desirable as a condition to executing and delivering this MOU. Such terms, provisions and agreements shall be attached as Appendix "A" to this MOU and by reference are hereby incorporated into the body of this MOU as if set forth herein.

LF
3/7/19
June 1,
2020.

3. Program Period. The Program initially shall be operated on a pilot basis for a three-month period beginning ~~January 1, 2019~~ ^{MAY} and completed before ~~December 31st, 2019.~~ ^{June 1, 2020.} ~~Upon completion of testing, CFX will notify the Aviation Authority a minimum of 10 days in advance to request pilot project opening date to customers.~~ The parties may mutually agree in writing to extend the pilot period for additional periods as determined by the parties. At any time during or following the end of the pilot period, the parties may agree to permanently implement the Program, with such changes as the parties shall mutually agree. In connection with the permanent implementation of the Program, the parties may formalize the Program through the execution and delivery of an Interlocal Agreement pursuant to section 163.01, Florida Statutes.

4. Mutual Cooperation. The parties shall mutually cooperate with each other to develop and implement the Program and shall designate in writing appropriate points of contact within their respective organizations for the Program.

5. Effective Date and Intent. This MOU shall be dated and shall become effective upon execution by the last party to sign. Notwithstanding the terms and conditions set forth herein, the parties agree that this MOU is a binding expression of understanding that sets forth the overall approach to accomplishing successful development and implementation of the Program. The parties have executed this MOU on the date listed below.

6. Amendments and Waivers. This MOU may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the Parties hereto. No failure by the Parties to insist upon the strict performance of any covenant, duty, agreement or condition of this MOU or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of a future breach of any other covenant, agreement, term or condition. Any Party hereto, by notice, may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, covenant or breach of any other Party hereto. No waiver shall affect or alter this MOU, but every covenant, agreement, term and condition of this MOU shall continue in full force and effect with respect to any other then existing or subsequent duty, obligation, covenant or breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

[Signature pages follow]


'19 MAR 26 AM 11:17

**GREATER ORLANDO
AVIATION AUTHORITY**

By: 
Phillip N. Brown
Chief Executive Officer

Date: 11/9/18

APPROVED FOR FORM AND
LEGALITY
on this 7 day of Nov,
2018, for the use and reliance by the
Greater Orlando Aviation Authority,
only.



Marchena and Graham, P.A., Counsel.

'18 NOV 13 AM 10:09

'19 MAR 26 AM 11:16

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By:




Laura Kelley,
Executive Director

Date:

10/30/18

APPROVED FOR FORM AND LEGALITY
on this 30th day of October, 2018, for the
use and reliance by the Central Florida Expressway
Authority, only.



Joseph L. Passiatore, General Counsel

'18 NOV 13 AM 10:09

'19 MAR 26 AM 11:16

APPENDIX "A"

ADDITIONAL TERMS PROVISIONS AND AGREEMENTS

1. Location. CFX will be granted counter space and kiosk locations ("Assigned Space") as described on the attached Exhibit "1" from which it will administer the Program.

2. Insurance. CFX will carry commercial general liability, automobile liability, and workers' compensation and employer's liability insurance in the following amounts:

Automobile liability	\$1,000,000.00
Commercial General Liability	\$1,000,000.00
Workers Compensation	As required by the laws of Florida.
Employer's Liability	Not less than \$100,000 "each accident", \$500,000 "disease-policy limit" and \$100,000 "disease-policy – each employee"

Evidence of current coverage is to be kept on file with Aviation Authority or its designated agents.

'19 MAR 26 AM 11:16

All such insurance shall protect CFX, the Greater Orlando Aviation Authority and the City of Orlando, and the members (including, without limitation, members of Authority Board and the City Council, and members of the citizens advisory committees of each), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to CFX's management of the use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such company or companies as Aviation Authority may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in above, with a deductible reasonably acceptable to Aviation Authority, with a waiver of any right of subrogation that the insurer may have against Aviation Authority and the City. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Authority may possess, including any self-insured retention or deductible Authority may have, and that any other insurance Authority does possess shall be considered excess insurance only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance.

At least three (3) business days prior to the commencement of the term of this Agreement and at least thirty (30) days prior to the expiration of any policy or policies theretofore provided hereunder by CFX, CFX shall cause a certificate or certificates of insurance to be furnished to Authority evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to Authority.

3. Upon termination of the Agreement the Assigned Space must be returned to its original condition.
4. CFX shall provide to Aviation Authority, on the tenth (10th) day of every month, a report substantially in the form attached hereto as Exhibit 2 detailing the number of transponders distributed in the immediately preceding month.
5. CFX accepts the space, assigned under Exhibit 1 hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is". CFX shall be responsible for ensuring the maintenance of the Assigned Space in good, clean and attractive condition. CFX shall promptly pay or reimburse Authority for the cost of any and all maintenance, replacement and repair which may be required to restore the Assigned Space, and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, CFX or any of its officers, employees, agents, invitees, licensees, or tenants, or which otherwise result from CFX's management of use or occupancy of the Assigned Space, reasonable use and

wear excepted. Authority shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Agreement shall not be extended by reason thereof. The performance of maintenance and repair by Aviation Authority shall in no event be construed as a waiver of CFX's duty to maintain and repair as herein provided. Notwithstanding the foregoing, Authority shall provide pest control and janitorial service to the Assigned Space. Unless Authority's written approval has been first obtained in each instance, CFX shall not post any signs on the Assigned Space or at the Airport which are in public view, nor shall CFX make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein.

6. CFX's Property. Any and all property belonging to, or brought onto the Airport by CFX or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of CFX. Subject to Authority's right of approval as set forth in Paragraph 6 hereof, CFX may oversee placement and installation of trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of CFX. CFX shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements of Authority which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if CFX shall at any time be in default hereunder, then Authority shall have the benefit of any statutory liens on CFX's property located in the Assigned Space which are available to it under the laws of the State of Florida, and CFX shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.
7. Authority's Right to Enter. Authority and its designated agents shall have the right to enter the Assigned Space at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.
8. Utilities. Unless expressly provided otherwise herein, CFX shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.
9. Access. CFX and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of Aviation Authority, have the right of ingress and egress to and from the Assigned Space.
10. Rules and Regulations. CFX covenants and agrees to observe and comply with all reasonable rules and regulations of Authority which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. CFX further covenants and agrees to ensure observance

and compliance with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to CFX, the Assigned Space, or the Airport. CFX agrees to pay or reimburse Authority for any fines which may be assessed against Authority as a result of the violation by CFX of any applicable security regulation at the Airport, which payment shall be made by CFX within fifteen (15) days from receipt of Authority's invoice for such amount and documentation showing that payment of such fine is CFX's responsibility hereunder.

11. Waiver of Damage. CFX hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of Authority or its officers, agents, employees, subcontractors or suppliers.
12. Assignment and Subletting. CFX shall not assign this Agreement or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of Authority in each instance, which may be granted or withheld in Aviation Authority's sole discretion.
13. Notice. Any notice permitted or required to be given hereunder shall be in writing and delivered either by hand, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the addresses below or such other addresses as either party may, by written notice, direct from time to time.

To Authority:

Greater Orlando Aviation Authority
Attention: Chief Executive Officer
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

'19 MAR 26 AM 11:16

To CFX:

Central Florida Expressway
4974 ORL Tower Road
Orlando, Florida 32807

Attn: Executive Director

14. Sums Paid by Authority. If Authority has paid any sum or sums or has incurred any obligation or expense which CFX has agreed to pay or reimburse Authority for, or if Authority is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of CFX to perform or fulfill any of the terms or conditions of this Agreement, then CFX shall reimburse Authority therefor promptly upon demand.
15. Security Regulations. CFX shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.
16. Authority's Reserved Rights.
 - a. Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Spaces and to grant necessary utility easements therefor.
 - b. Authority reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to CFX for loss of business or damages of any nature whatsoever to CFX occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of Aviation Authority or its employees, agents or contractors, and (b) to establish such fees and charges for the managed use of the Airport by CFX and all others as Authority may deem advisable.
 - c. CFX covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, CFX shall promptly consent in writing to such modifications.
17. Federal Aviation Administration Requirements. Any applicable FAA required contract clauses are deemed incorporated by reference.

18. Miscellaneous.

a. The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

b. Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for CFX's right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

d. No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of CFX hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority or CFX, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of CFX's Board or Aviation Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any CFX or Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to CFX or Aviation Authority, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by CFX or Aviation Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

e. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument executed by both parties hereto.

Exhibit 2

**Monthly Transponder Distribution Report
Greater Orlando Aviation Authority**

Report for (Month, Year): _____

Company Name: CFX _____

Address: _____

Number of Transponders Distributed: _____

Name of Person(s) Submitting Report

Title

(_____) _____
Phone Number

Date


'19 MAR 26 AM 11:16

**CONSENT AGENDA ITEM
#16**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 23, 2019

RE: Right-of-Way Transfer and Continuing Maintenance Agreement (“Agreement”) between Central Florida Expressway Authority (“CFX”) and City of Apopka pertaining to Connector Road, Wekiva Parkway Project 429-201 and 429-202 Contract No. 001619

BACKGROUND

As part of the construction of the Wekiva Parkway, CFX relocated or realigned local roadways, constructed bridges over local roadways, widened local roadways, and constructed retention ponds to serve the local roadway network and to support CFX’s Expressway System. Now that the construction of the Wekiva Parkway has been completed, CFX and the City of Apopka would like to transfer a portion of road right-of-way so that local roads and associated facilities are owned and maintained by the City of Apopka and property and associated facilities utilized for CFX’s Expressway System are owned and maintained by CFX.

More specifically and as depicted in the aerial attached as **Exhibit “1”**, Connector Road will be transferred to the City, subject to an easement for Expressway Facilities over Connector Road. In return, the City will convey any interest it has in T.L. Smith Road. Further, the City would assume responsibility for maintenance and liability for the local road right-of-way and CFX would assume responsibility for maintenance and liability of its Expressway System.

A proposed Right-of-Way Transfer and Continuing Maintenance Agreement is attached as **Exhibit “2.”** The City of Apopka has reviewed the Agreement and agrees with its form, subject to confirmation of the exact legal descriptions and the technical portions of the Agreement. CFX’s general engineering consultant has reviewed the legal descriptions, maintenance functions, and maintenance responsibilities. A condition precedent to the execution of the Agreement by CFX is the receipt of a certificate from CFX’s general engineering consultant that the conveyance of the designated property to the City will not impede or restrict the current or future construction, operation, or maintenance of the Expressway System.

REQUEST

We request Board approval of a Right-of-Way Transfer and Continuing Maintenance Agreement between Central Florida Expressway Authority and City of Apopka in a form substantially similar to the attached Agreement, subject to approval of the legal descriptions, deeds, maintenance functions, and maintenance responsibilities by CFX's General Engineering Consultant and General Counsel or designee.

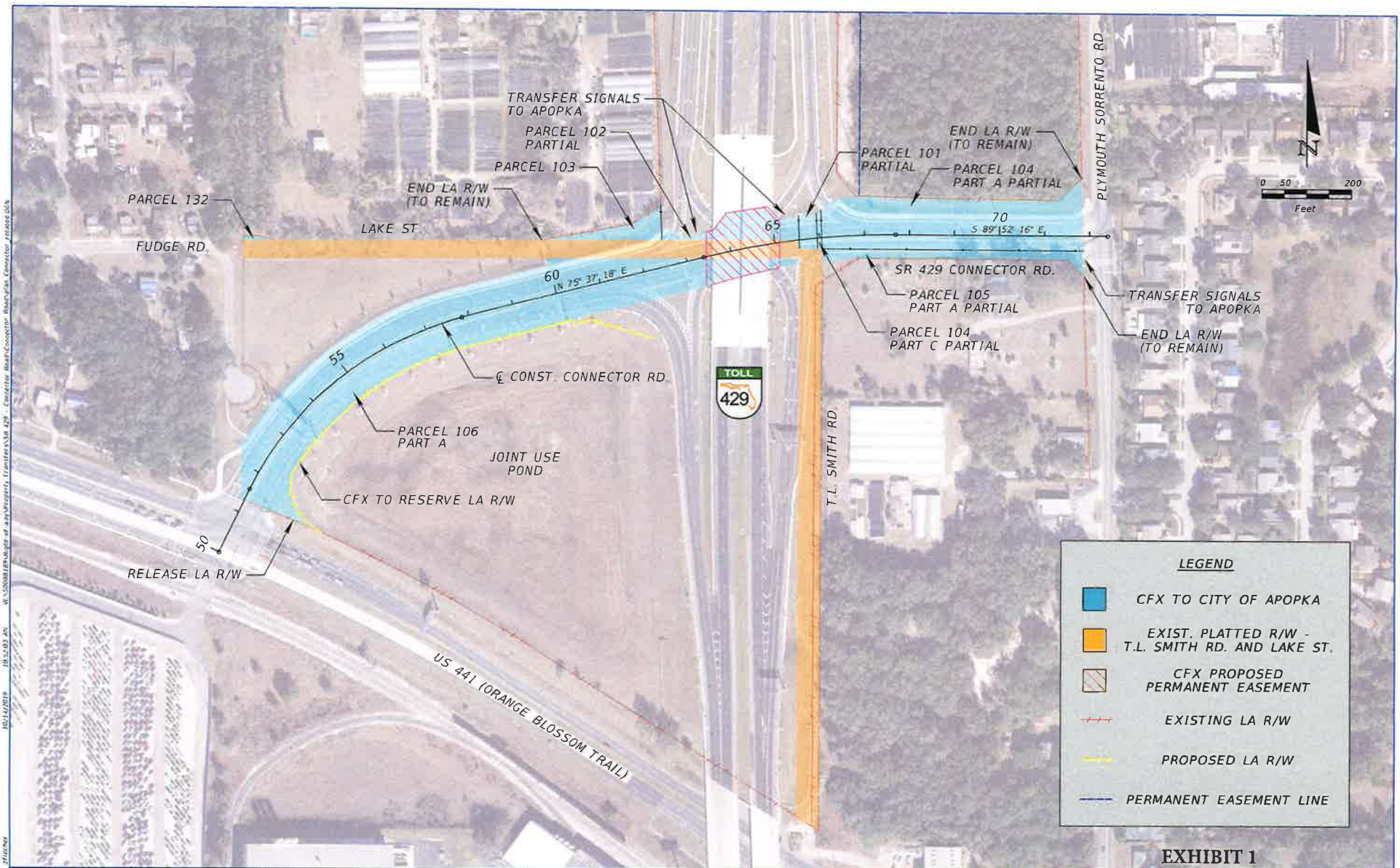
The Right of Way Committee recommended approval on October 23, 2019.

Reviewed by:



ATTACHMENTS

1. Aerial
2. Draft Certificate from CFX's General Engineering Consultant
3. Jurisdictional Right-of-Way Transfer and Continuing Maintenance Agreement



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Wekiva Parkway Right-of-Way	
ROAD NO.	PROJECT NO.
SR 429	201, 202



EXHIBIT 1

**CONNECTOR ROAD
PROPERTY TRANSFER
& EASEMENT EXHIBIT**

SHEET NO.
1

10/11/2018 10:50:03 AM W:\COMMENTS\181011\181011\181011\SR 429 - Connector Road\Connector Road\CFX\181011\181011.dwg

October 15, 2019

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

DRAFT

RE: TRANSFER OF PROPERTY

SR 429, Projects 429-201 & 429-202
CFX Parcels 101(Partial), 102(Partial), 103, 104 (Partial Part A & Partial Part C),
105 (Partial Part A), 106(Part A) and 132
Connector Road/Fudge Road

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcels for the proposed local right-of-way for Connector Road described in Exhibits A through G, attached. This road was built as part of the interchange with SR 429 to connect to US 441 and Plymouth Sorrento Rd. It was anticipated the ownership and maintenance of this local road would be transferred to the local jurisdiction upon completion. In our opinion, since Connector Road is more appropriately classified as a local road, not a limited-access expressway, we opine that Connector Road should be transferred to the local jurisdiction with a reverter clause that requires Connector Road to be used for public right-of-way purposes. Based upon the foregoing, we certify that these parcels are no longer essential the operation of the CFX system, subject to an easement agreement across Connector Rd for SR 429 bridges, and would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

Attachments

EXHIBIT 2

Project 429-201 & 429-202 (Connector Road)
Parcels 101 Partial, 102 Partial, 103, 104 Part A Partial,
104 Part C Partial, 105 Part A Partial, 106 Part A, and 132

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND CITY OF APOPKA, FLORIDA
CONTRACT NO. 001619
(Connector Road)**

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

WITNESSETH:

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

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

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

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

WHEREAS, in the course of the construction of the Maitland Boulevard Extension and State Road (SR) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

Project 429-201 & 429-202 (Connector Road)
Parcels 101 Partial, 102 Partial, 103, 104 Part A Partial,
104 Part C Partial, 105 Part A Partial, 106 Part A, and 132

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND CITY OF AOPKA, FLORIDA
CONTRACT NO. 001619
(Connector Road)**

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

WITNESSETH:

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

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

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

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

WHEREAS, in the course of the construction of the Maitland Boulevard Extension and State Road (SR) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, more specifically, CFX acquired Parcel 106 in its entirety by eminent domain in the case styled *Orlando/Orange County Expressway Authority v. B.J.J.S., Inc.*, Case No. 2005-CA-4997-O and used the property for SR 429 and Connector Road; and

WHEREAS, the construction of the Maitland Boulevard Extension and the Wekiva Parkway, Project Nos. 429-201 and 429-202, are completed, and both Parties desire title to the local roads including parcels consisting of or relating to Connector Road and related facilities to vest in City, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

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

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

1. Recital. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.
2. Right-of-Way Maps. Upon request, CFX will deliver to City the right-of-way maps for Project Nos. 429-201 and 429-202.
3. CFX Conveyance. CFX shall convey to City by Quit Claim Deed all of its right, title and interest in and to the real property described in **Composite Exhibit "A,"** attached hereto and made a part hereof, which exhibit contain a copy of the form of the Quit Claim Deed(s) to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easements described in the Quit Claim Deed(s).
4. City Conveyance. City shall convey to CFX by Quit Claim Deed all of its right, title and interest in and to the real property described in **Exhibit "B"** attached hereto and made a part hereof, which exhibit contains a copy of the form of the Quit Claim Deed to be executed and delivered under the provisions of this paragraph, subject to the covenants, reservations, conditions, restrictions, and easement described in the Quit Claim Deed.
5. Easements for Expressway Facilities. The Parties agree that CFX, and its successors and assigns, owns and holds perpetual, exclusive easement ("Easement") for the SR 429 bridges, ramps, columns, fencing, signature, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through the local roads as described in **Exhibit "E,"** including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Expressway Facilities. City expressly agrees for itself and its successors and assigns to refrain from any use of the Easement which would interfere with the Expressway Facilities or otherwise constitute a hazard for the Expressway Facilities. The Easement shall be inure to the benefit of and be enforceable by CFX and its successors and assigns.

6. Future and Continuing Maintenance. The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility. The future and continuing maintenance is applicable to the following areas: 1. City/County road bridge over CFX Expressway; 2. CFX Expressway bridge over City/County road; 3. Canals/waterways – City/County; 4. Canals/waterways – CFX; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways.

7. Detailed Maintenance Functions. **Exhibit “C”** attached hereto and by reference made a part hereof defines generically the areas of maintenance as outlined in paragraph 6 (1) – (7) above and the party responsibility for each of the future and continuing maintenance specific functions applicable to the area. The Parties agree that the maintenance functions outlined on **Exhibit “C”** are necessary and properly and reasonably defined and that the responsibility given to each of the Parties hereto to perform said functions is likewise necessary and properly and reasonably defined.

8. Maintenance Responsibility. **Exhibit “D”** attached hereto and by reference made a part hereof defines with specificity the locations for the continuing and future maintenance responsibility assigned and accepted pursuant to this Agreement, the party responsible for such maintenance and the exact maintenance item assigned to each party by reference to the paragraph number and subparagraph letter to the Detailed Maintenance Functions outlined in **Exhibit “C”**.

9. CFX Maintenance Responsibility. CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

10. City Maintenance Responsibility. City does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibit “D”** attached hereto and by reference made a part hereof and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement.

11. Consideration. The consideration for the property to be transferred to City and the property to be transferred to CFX, collectively “the Property,” shall be the continuing and future obligation to maintain the Property.

12. Evidence of Title. At any time before Closing, either party may, at its sole cost and expense, order a commitment from an agent for a policy of Owner’s Title Insurance (the “Commitment”) which shall be written on a title insurance company reasonably satisfactory and acceptable to that party.

13. Survey. Either party shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the “Survey”). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the Parties.

14. Deed Restriction; Reverter. The property conveyed to City shall be utilized for the purpose of public right-of-way. The Parties agree that if City no longer uses the property (or any part thereof) conveyed to City for City public right-of-way purposes, then all right, title, and interest to Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

15. Closing Date and Location. The closing of the conveyances contemplated under this Agreement (the "Closing") shall be held on or before sixty (60) days after the Effective Date or such earlier date selected by CFX upon not less than ten (10) days' written notice to City (the "Closing Date"), at the offices of CFX, or CFX's attorney, or any other place which is mutually acceptable to the Parties. The closing date is subject to an option to extend that may be exercised with written approval from the Mayor of City of Apopka and the Executive Director of the Central Florida Expressway Authority.

16. Conveyance of Title. At the Closing, the Parties shall execute and deliver to the other the required Deeds and Easements as described above.

17. FIRPTA Affidavit. At Closing, each owner of the property ("Owner") shall sign a closing statement and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction.

18. Disclosure of Beneficial Interests. If, at the time of Closing, the Owners hold title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then at Closing the Owners shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes.

19. General Closing Documents. At Closing, City shall sign a closing statement and an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

20. Recording.

a. City agrees to record the Deeds for the property being conveyed to City within thirty (30) days after delivery of the original Deed to City at its cost. City agrees to deliver a certified copy of the recorded Deeds to CFX shortly thereafter.

b. CFX agrees to record the Deed and Easement for the property being conveyed to CFX within thirty (30) days after acceptance at its cost. CFX agrees to deliver a certified copy of the recorded Deed and Easement to City shortly thereafter.

21. As-Is Conveyance.

a. Conveyance by CFX to City. The property described in paragraph 3 and **Composite Exhibit "A"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09) City has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 3 and **Composite Exhibit "A"** "AS-IS, WHERE IS AND WITH ALL FAULTS" and that the respective owner has disclaimed herein any and all warranties, express or implied.

b. Conveyance by City to CFX. The property described in paragraph 4 and **Exhibit "B"** is being conveyed "AS IS, WHERE IS, WITH ALL FAULTS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. The respective owner makes no guarantee, warranty or representation, express or implied, as to the quality, character, or condition of the property, or any part thereof, or to the fitness of the property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the property, or the failure of the property to meet any standards. In no event shall the respective owner be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. CFX has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the property described in paragraph 4 and **Exhibit "B"** "AS-IS, WHERE IS AND WITH ALL FAULTS" and that the respective owner has disclaimed herein any and all warranties, express or implied.

22. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail,

return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Facsimile: (407) 690-5011

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

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: Mayor
Telephone: (407) 703-1601

With a copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney
Telephone: (407) 703-1658

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

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

paragraph. City and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

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

25. Survival of Provisions. All covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

26. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

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

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

CITY OF APOPKA, FLORIDA

By: City Commission

BY: _____
MAYOR

Date: _____

ATTEST: _____
City Clerk

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____
CHAIRMAN JAY MADARA

Date: _____

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

APPROVED AS TO FORM FOR
EXECUTION BY CFX ONLY.

By: _____
General Counsel

LIST OF EXHIBITS

- A. Quit Claim Deeds with Legal Descriptions of property from CFX to City
- B. Quit Claim Deed with Legal Descriptions of property from City to CFX
- C. Detailed Maintenance Functions
- D. Maintenance Responsibility
- E. Easement Agreement for Expressway Facilities

EXHIBIT "A"

**QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS
OF PROPERTY FROM CFX TO CITY**

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

Reserved for Recording

Project 429-201 (Connector Road)
Parcels 101 Partial, 102 Partial, 103, 104 Part A Partial,
104 Part C Partial, 105 Part A Partial, 106 Part A, and 132

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT “1”

**Property Appraiser’s Parcel Identification Number:
Not Assigned**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project 429-201 (Connector Road)
Parcels 101 Partial, 102 Partial, 103, 104 Part A Partial,
104 Part C Partial, 105 Part A Partial, 106 Part A, and 132

and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns the Easement Agreement for Expressway Facilities recorded in the Official Records of Orange County, Florida, as Document Number _____ at O.R. Book _____ and Page _____.
- b) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way. GRANTEE has no rights of ingress, egress, or access to S.R. 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from S.R. 429.
- c) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view as noted in the legal descriptions for Parcels 102 Partial, 103, 104 Part A Partial, 105 Part A Partial, 106 Part A, in said **Exhibit "1."**
- d) GRANTEE expressly agrees for itself, and its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with S.R. 429 or otherwise constitute a hazard for S.R. 429 or any related system or structure.
- e) GRANTEE acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes. GRANTEE expressly agree for themselves, their successors and assigns that if the GRANTEE no longer uses the property (or any part thereof) for public right-of-way purposes, then all right, title, and interest to the Property that is not used for public right-of-way purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Project 429-201 (Connector Road)
Parcels 101 Partial, 102 Partial, 103, 104 Part A Partial,
104 Part C Partial, 105 Part A Partial, 106 Part A, and 132

Signed, sealed, and delivered
in the presence of:

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Signature

BY: _____
CHAIRMAN

Print Name

Date: _____

Second Witness:

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

**APPROVED AS TO FORM FOR
EXECUTION BY CFX ONLY**

By: _____
General Counsel

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Chairman of the Central Florida Expressway
Authority, who is personally known to me OR produced _____ as
identification.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

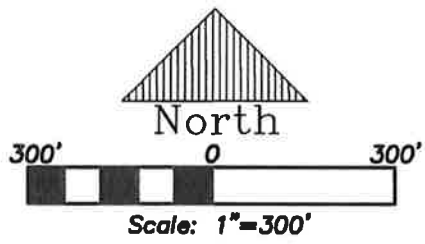
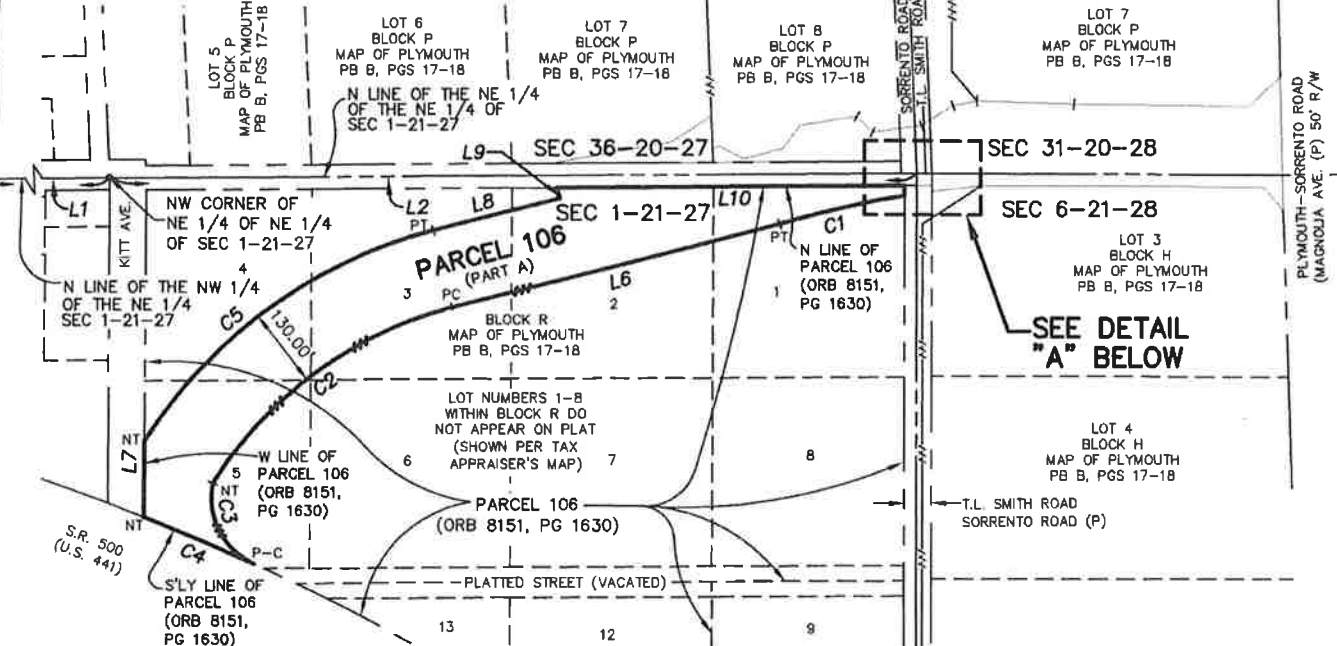
Print, Type or Stamp Commissioned Name of Notary Public

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT: 429-201
 PURPOSE: RIGHT OF WAY TRANSFER TO CITY OF APOPKA
 ESTATE: FEE SIMPLE
 PARCEL NO. 106 PART A

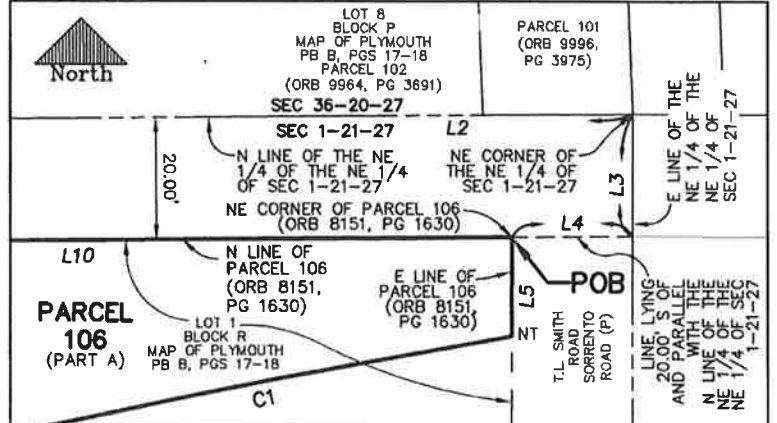
POC

NW CORNER OF THE NE 1/4 OF SEC 1-21-27



This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEET 1 FOR SKETCH
 SEE SHEET 2 FOR LINE AND CURVE TABLES, AND LEGEND
 SEE SHEET 3 FOR DESCRIPTION AND NOTES



DETAIL "A" (SCALE 1" = 30')

PREPARED FOR:
CITY OF APOPKA
 STATE ROAD 429 - PARCEL 106 (PART A) CONNECTOR ROAD

DATE	BY	DESCRIPTION
09/19/19	RTS	REVISED SKETCH AND LEGAL
08/19/19	RTS	REVISED SKETCH AND LEGAL
		REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68

 Robert "Tyler" Spors September 20, 2019
 Florida Registered Surveyor and Mapper
 Certificate No. 9950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>1"=300'</u>	SHEET <u>1</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT: 429-201
 PURPOSE: RIGHT OF WAY TRANSFER TO CITY OF APOPKA
 ESTATE: FEE SIMPLE
 PARCEL NO. 106 PART A

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°33'19"E	1320.40'
L2	N89°32'59"E	1320.36'
L3	S00°09'29"W	20.00'
L4	S89°32'59"W	20.00'
L5	S00°09'29"W	16.23'
L6	S75°37'18"W	553.88'
L7	N00°13'06"E	124.47'
L8	N75°37'18"E	214.23'
L9	N15°08'17"W	18.06'
L10	N89°32'59"E	567.52'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1635.00'	07°15'21"	207.05'	206.91'	S76°48'04"W
C2	655.00'	43°42'01"	499.58'	487.56'	S53°46'17"W
C3	120.00'	76°38'16"	160.51'	148.81'	S27°12'59"E
C4	3949.83'	02°49'26"	194.68'	194.66'	N66°56'50"W
C5	785.00'	43°44'00"	599.18'	584.74'	N53°45'18"E

LEGEND

- /// LIMITED ACCESS RIGHT-OF-WAY
- SEC 1-21-27 SECTION-TOWNSHIP-RANGE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PC POINT OF CURVATURE
- P-C POINT OF CUSP
- PT POINT OF TANGENCY
- NT NON-TANGENT
- R/W RIGHT-OF-WAY
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE
- PGS PAGES
- (P) PER PLAT
- N'LY NORTHERLY
- S'LY NORTHERLY
- S.R. STATE ROAD
- U.S. UNITED STATES

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART A) CONNECTOR ROAD



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SEE SHEET 1 FOR SKETCH
 SEE SHEET 2 FOR LINE AND
 CURVE TABLES, AND LEGEND
 SEE SHEET 3 FOR DESCRIPTION
 AND NOTES

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT: 429-201
PURPOSE: RIGHT OF WAY TRANSFER TO CITY OF APOPKA
ESTATE: FEE SIMPLE
PARCEL NO. 106 PART A

DESCRIPTION:

That part of Section 1, Township 21 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 21 South, Range 27 East; thence N89°33'19"E along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 1, for a distance of 1320.40 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 1; thence N89°32'59"E along the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 1, for a distance of 1320.36 feet to the Northeast corner of the Northeast 1/4 of said Section 1; thence S00°09'29"W along the East line of said Northeast 1/4 of the Northeast 1/4 of Section 1, for a distance of 20.00 feet to a line lying 20.00 feet South of and parallel with aforesaid North line of the Northeast 1/4 of the Northeast 1/4 of Section 1; thence S89°32'59"W along said parallel line, for a distance of 20.00 feet to the Northeast corner of Parcel 106, as described in Official Records Book 8151, Page 1630, of the Public Records of Orange County, Florida and the POINT OF BEGINNING; thence departing said parallel line run S00°09'29"W along the East line of said Parcel 106, for a distance of 16.23 feet to a non-tangent curve concave Southerly having a radius of 1635.00 feet and a chord bearing of S76°48'04"W; thence departing said East line, run Westerly along the arc of said curve through a central angle of 07°15'21" for a distance of 207.05 feet to the point of tangency; thence S75°37'18"W, 553.88 feet to the point of curvature of a curve concave Southeasterly having a radius of 655.00 feet and a chord bearing of S53°46'17"W; thence Southwesterly along the arc of said curve through a central angle of 43°42'01" for a distance of 499.58 feet to a non-tangent curve concave Northeasterly having a radius of 120.00 feet and a chord bearing of S27°12'59"E; thence Southeasterly along the arc of said curve through a central angle of 76°38'16" for a distance of 160.51 feet to the Southerly line of aforesaid Parcel 6 and the point of cusp of a curve concave Southwesterly having a radius of 3949.83 feet and a chord bearing of N66°56'50"W; thence Northwesterly along said Southerly line and the arc of said curve through a central angle of 02°49'26" for a distance of 194.68 feet to a non-tangent line and the West line of said Parcel 106; thence departing said Southerly line, run N00°13'06"E along said West line for a distance of 124.47 feet to a non-tangent curve concave Southeasterly having a radius of 785.00 feet and a chord bearing of N53°45'18"E; thence departing said West line, run Northeasterly along the arc of said curve through a central angle of 43°44'00" for a distance of 599.18 feet to the point of tangency; thence N75°37'18"E, 214.23 feet; thence N15°08'17"W, 18.06 feet to the North line of aforesaid Parcel 106; thence N89°32'59"E along said North line, for a distance of 567.52 feet to the POINT OF BEGINNING.

Containing 3.593 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES: * Reserving all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.

- This is not a survey. This sketch of description is based on Orlando-Orange County Expressway Authority Right of Way Map of State Road No. 429 (Maitland Boulevard Extension) Project No. 429-201, prepared by DRMP. The configuration of this Sketch of Description is based on information provided to DWMA by Dewberry.

- Not valid without the original signature and seal of a Florida licensed surveyor and mapper.

- Bearings based on the North line of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 27 East as being N89°33'19"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1990 adjustment as shown on Orlando-Orange County Expressway Authority Right of Way Map of State Road No. 429 (Maitland Boulevard Extension) Project No. 429-201, prepared by DRMP.

- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.

- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.

- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART A) CONNECTOR ROAD



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR LINE AND
CURVE TABLES, AND LEGEND
SEE SHEET 3 FOR DESCRIPTION
AND NOTES

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT No. 201**

PARCEL 103

**LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 7, Block P, Map of Plymouth, as recorded in Plat Book B, Pages 17 and 18 of the Public Records of Orange County, Florida, situate in Section 36, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at a 4 inch by 4 inch concrete monument with top chipped – set in well (stamped P.R.M. 1680) marking the Southwest corner of the Southeast ¼ of said Section 36; thence run North 89°33'19" East 1,320.40 feet along the South line of the Southwest 1/4 of said Southeast 1/4 of Section 36 to a railroad spike with x-cut (no ID.) marking the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 36; thence run North 89°32'59" East 723.67 feet along the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 36; thence departing said Section line, run North 00°27'01" West 20.00 feet to the existing Northerly right of way line of Lake Street (no platted width) for a **POINT OF BEGINNING**; thence departing said right of way line, North 79°37'53" East 200.65 feet; thence North 56°40'36" East 78.30 feet to the East line of said Lot 7; thence South 02°19'26" East 77.10 feet along the East line of said Lot 7 to the existing Northerly right of way line of said Lake Street; thence South 89°32'59" West 265.94 feet along said existing Northerly right of way line, to **POINT OF BEGINNING**.

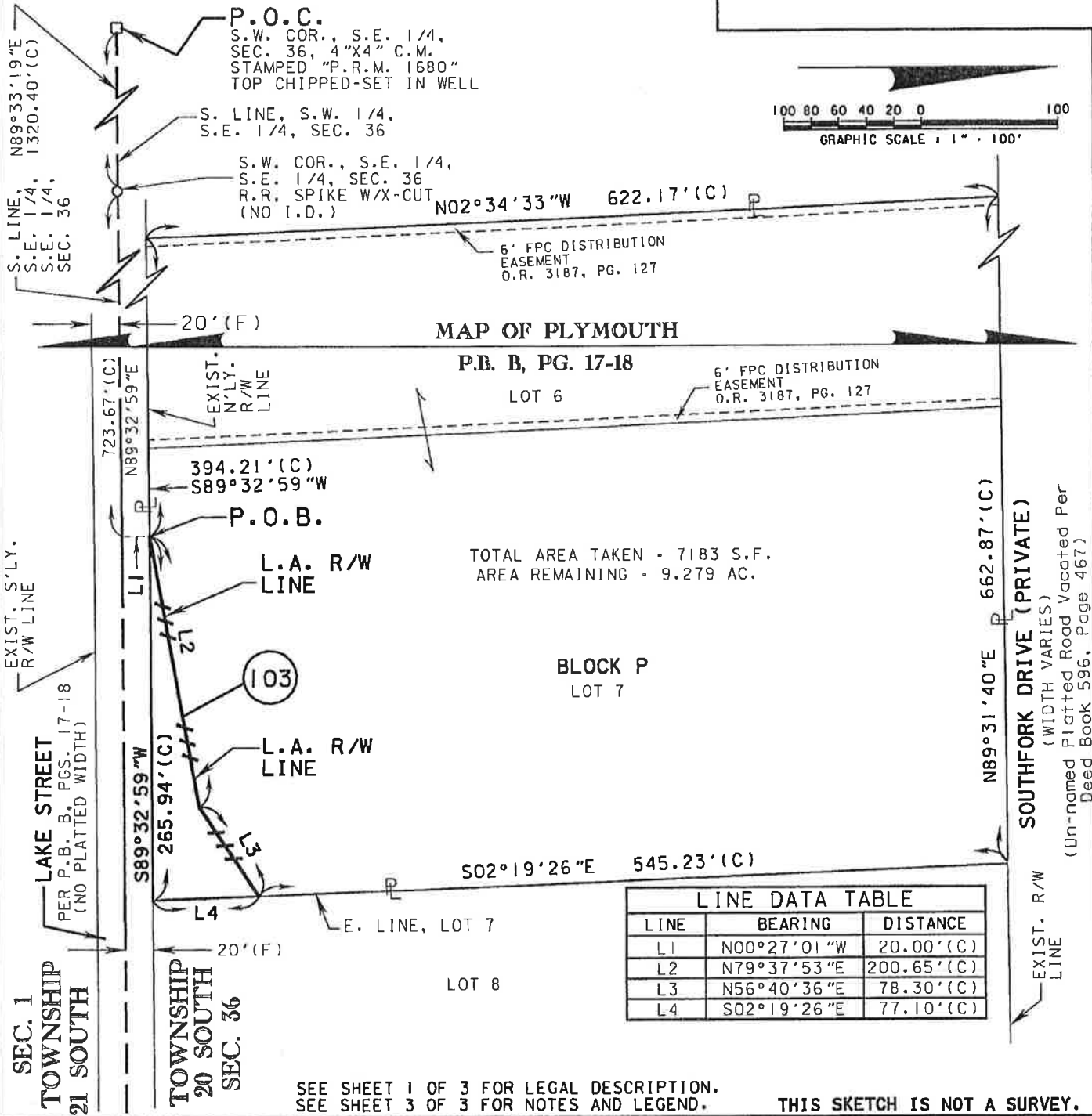
Reserving all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.

Containing 7,183 square feet, more or less.

February 29, 2008

SHEET 1 OF 3

SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST



RIGHT OF WAY PARCEL SKETCH	STATE ROAD No. 429 MAITLAND BLVD. EXTENSION OOCEA PROJECT NO. 201		PROJECT No. 04-0330.000
			PARCEL No. 103
 JAMES D. FLICK FLORIDA REGISTERED LAND SURVEYOR NO. 6088 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT No. 04-0330.000	SHEET 2 OF 3	DATE: 2/29/08
			SCALE: 1" = 100'
			CHECKED: J. FLICK
	REVISION	BY	DATE
			SKETCH PREPARED BY: DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990; THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, AS BEING NORTH 89°32'59" EAST.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.
5. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY CERTIFICATE OF TITLE, FILE NO. 04.00345/957017, DATED MAY 15, 2007.


LEGEND:

AC.	▪ ACRES
BLVD.	▪ BOULEVARD
(C)	▪ CALCULATED DATA
C.M.	▪ CONCRETE MONUMENT
COR.	▪ CORNER
DRMP	▪ DYER, RIDDLE, MILLS & PRECOURT, INC.
EXIST.	▪ EXISTING
(F)	▪ FIELD DATA
FPC	▪ FLORIDA POWER CORPORATION
I.D.	▪ IDENTIFICATION
INC.	▪ INCORPORATION
L.A.	▪ LIMITED ACCESS
L.B.	▪ LICENSED (SURVEY) BUSINESS
NAD	▪ NORTH AMERICAN DATUM
N'LY.	▪ NORTHERLY
No.	▪ NUMBER
O.R.	▪ OFFICIAL RECORDS BOOK
OOCEA	▪ ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PG.	▪ PAGE
P.O.B.	▪ POINT OF BEGINNING
P.O.C.	▪ POINT OF COMMENCEMENT
P.R.M.	▪ PERMANENT REFERENCE MONUMENT
P.B.	▪ PLAT BOOK
PL	▪ PROPERTY LINE
R.R.	▪ RAILROAD
R/W	▪ RIGHT OF WAY
SEC.	▪ SECTION
S.F.	▪ SQUARE FEET
S'LY.	▪ SOUTHERLY
W/	▪ WITH

THIS SKETCH IS NOT A SURVEY.

PARCEL No. 103

SKETCH PREPARED BY



DRMP

ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION.
SEE SHEET 3 OF 3 FOR SKETCH.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT No. 201**

PARCEL 132

Right of Way Transfer from CFX to City of Apopka
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

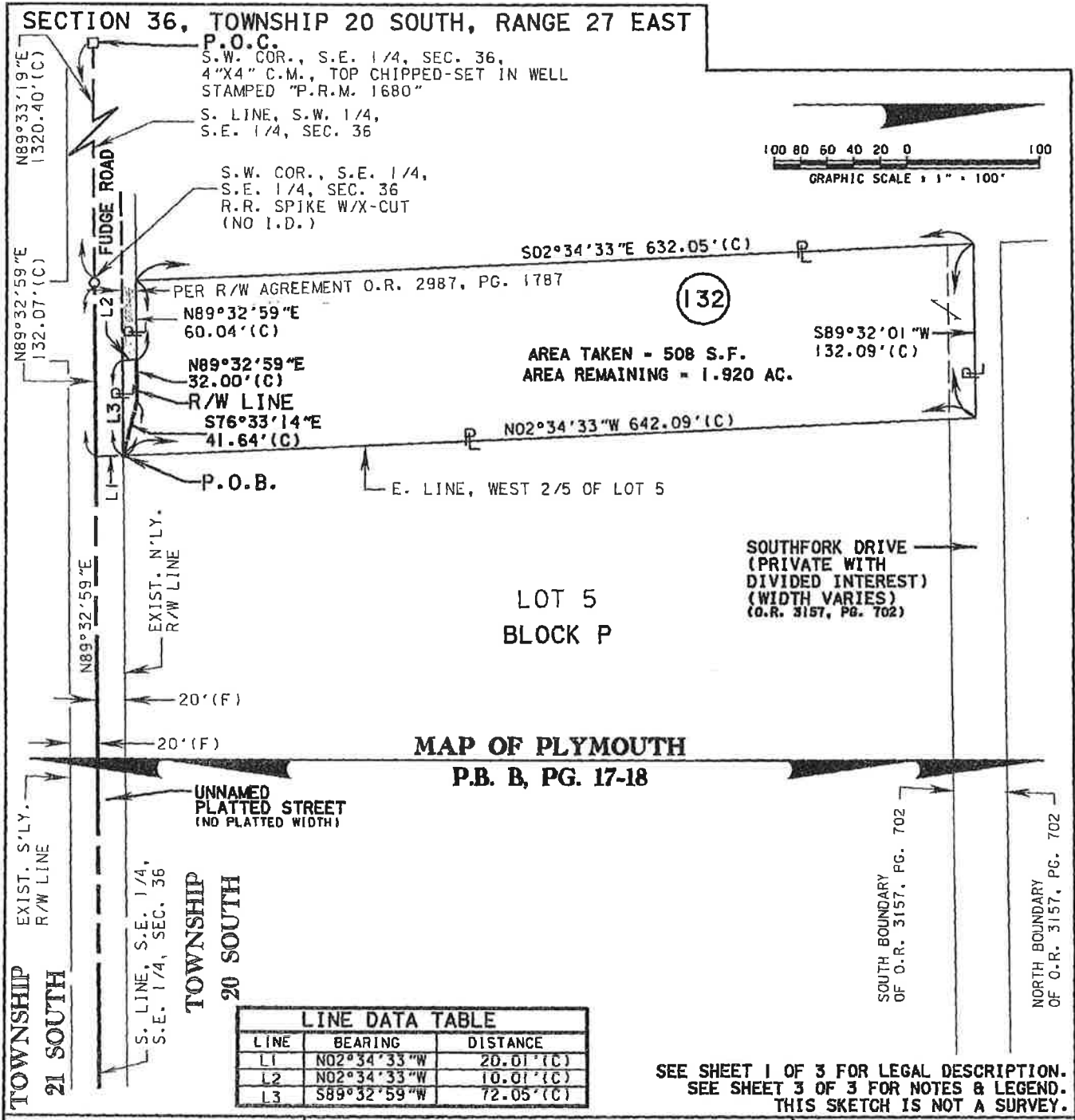
A parcel of land being a portion of Lot 5, Block P, Map of Plymouth, as recorded in Plat Book B, Pages 17 and 18 of the Public Records of Orange County, Florida, situate in Section 36, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commencing at a 4 inch by 4 inch concrete monument with top chipped – set in well (stamped P.R.M. 1680) marking the Southwest corner of the Southeast ¼ of said Section 36; thence run North 89°33'19" East 1,320.40 feet along the South line of the Southwest ¼ of said Southeast ¼ of Section 36 to a railroad spike with x-cut (no ID.) marking the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 36; thence run North 89°32'59" East 132.07 feet along the South line of the Southeast ¼ of the Southeast ¼ of said Section 36; thence departing said section line, run North 02°34'33" West 20.01 feet to the existing Northerly right of way line of Fudge Road (as now established) and the **POINT OF BEGINNING**; thence South 89°32'59" West 72.05 feet along said right of way line; thence North 02°34'33" West 10.01 feet along said right of way line; thence departing said right of way line, run North 89°32'59" East 32.00 feet; thence South 76°33'14" East 41.64 feet to the **POINT OF BEGINNING**;

Containing 520 square feet, more or less.

February 29, 2008

Central Florida Expressway (CFX) Authority 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 (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.



RIGHT OF WAY PARCEL SKETCH	STATE ROAD No. 429 MAITLAND BLVD. EXTENSION OOCEA PROJECT No. 201		PROJECT No. 04-0330.000
			PARCEL No. 132
<p>JAMES D. FLICK FLORIDA REGISTERED LAND SURVEYOR No. 6088 (NOT VALID UNLESS SIGNED AND SEALED)</p>	DRMP PROJECT No. 04-0330.000	SHEET 2 OF 3	DATE: 2/29/08
			SCALE: 1" = 100'
			CHECKED: J. FLICK
	REVISION	BY	DATE
			SKETCH PREPARED BY: <p>DRMP ENGINEERS - SURVEYORS - PLANNERS - ECHITUDY 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 895-0594 L.B. No. 2548</p>

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990: THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, AS BEING NORTH 89°32'59" EAST.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.
5. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY CERTIFICATE OF TITLE, FILE No. 04.00345/1008039, DATED OCTOBER 14, 2005.

LEGEND:

- AC. ▪ ACRES
- BLVD. ▪ BOULEVARD
- (C) ▪ CALCULATED DATA
- C.M. ▪ CONCRETE MONUMENT
- COR. ▪ CORNER
- DRMP ▪ DYER, RIDDLE, MILLS & PRECOURT, INC.
- EXIST. ▪ EXISTING
- I.D. ▪ IDENTIFICATION
- INC. ▪ INCORPORATED
- L.B. ▪ LICENSED (SURVEY) BUSINESS
- N'LY. ▪ NORTHERLY
- NAD ▪ NORTH AMERICAN DATUM
- No. ▪ NUMBER
- O.R. ▪ OFFICIAL RECORDS (BOOK)
- OOCEA ▪ ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
- PG. ▪ PAGE
- P.R.M. ▪ PERMANENT REFERENCE MONUMENT
- P.B. ▪ PLAT BOOK
- P.O.B. ▪ POINT OF BEGINNING
- P.O.C. ▪ POINT OF COMMENCEMENT
- ℓ ▪ PROPERTY LINE
- R.R. ▪ RAILROAD
- R/W ▪ RIGHT OF WAY
- SEC. ▪ SECTION
- S'LY. ▪ SOUTHERLY
- S.F. ▪ SQUARE FEET
- W/ ▪ WITH

THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION.
SEE SHEET 2 OF 3 FOR SKETCH.

SHEET 3 OF 3

PARCEL No. 132
SKETCH PREPARED BY
 DRMP
<small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small>
941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

PROJECT 429-201

PURPOSE: RIGHT OF WAY TRANSFER TO THE CITY OF APOPKA

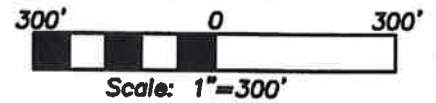
PARCEL NOS. 101 PARTIAL, 102 PARTIAL, 104 PART A PARTIAL,

104 PART C PARTIAL, 105 PART A PARTIAL

This page will be replaced with signed and sealed legal descriptions representing the areas depicted in the attached sketch after review and approval by CFX and CFX's general engineering consultant.

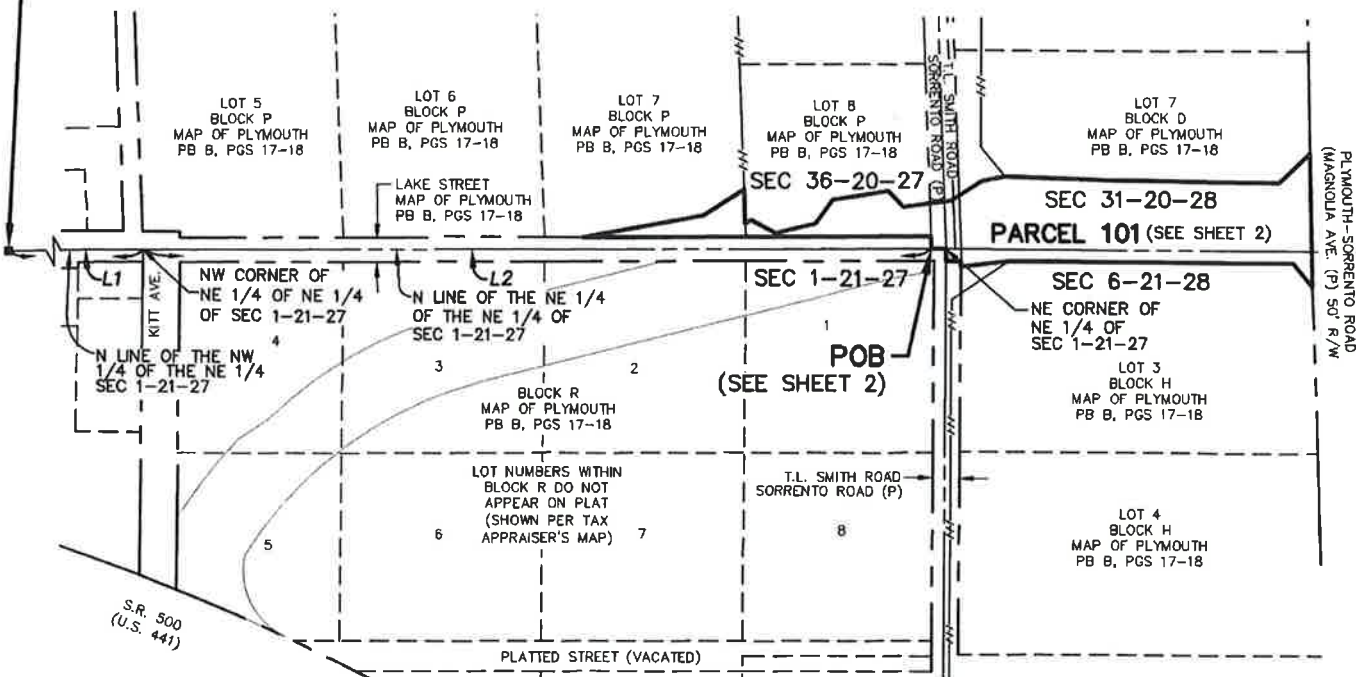
SKETCH OF DESCRIPTION

SEE SHEETS 1 AND 2 FOR SKETCH
SEE SHEET 3 FOR DESCRIPTION, NOTES AND LEGEND



POC

NW CORNER OF THE NE 1/4 OF SEC 1-21-27



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°33'19"E	1320.40'
L2	N89°32'59"E	1295.34'

Request to revise Parcel 101 into parts as the expressway acquired them. **Highlights** - portions of 101, 102, 104 and 105 will need to be separated and have descriptions and sketches created. Existing L/A lines will need to be noted, and the proposed easement area should be shown. (easement should extend 20 feet beyond the east and west sides of the bridge) See page 2
Also a statement should be added to each Exhibit - **RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY SR 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY**

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 101 CONNECTOR ROAD

DATE	BY	DESCRIPTION

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

REVISIONS

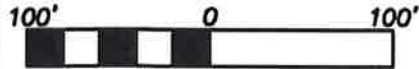
Donald W. McIntosh Associates, Inc.
CERTIFICATE OF AUTHORIZATION NO. LB68

[Signature]
Robert "Tyler" Stears July 31, 2019
Florida Registered Surveyor and Mapper
Certificate No. 6950
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

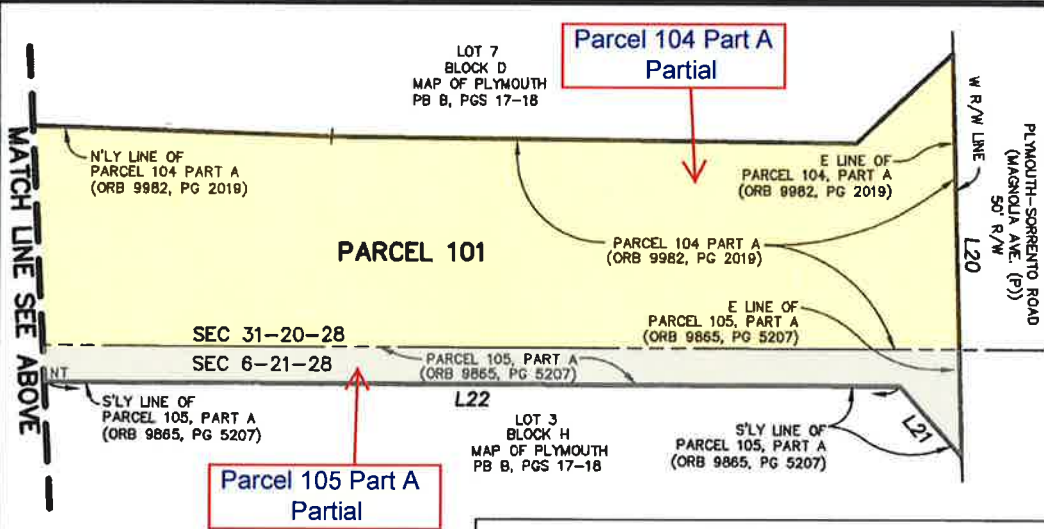
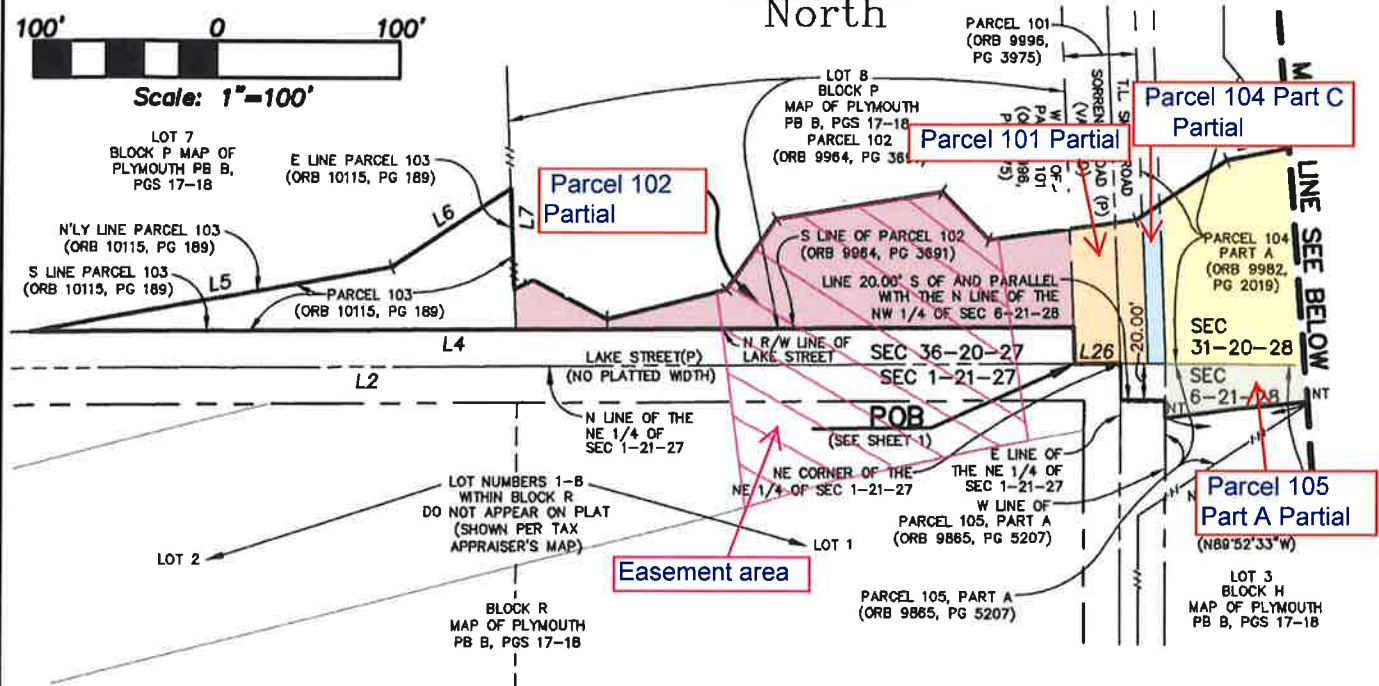
DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>1"=300'</u>	SHEET <u>1</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SKETCH OF DESCRIPTION

SEE SHEETS 1 AND 2 FOR SKETCH
SEE SHEET 3 FOR DESCRIPTION, NOTES AND LEGEND



Scale: 1"=100'



LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	N89°32'59"E	1295.34'
L3	N02°14'24"W	20.01'
L4	S89°32'59"W	571.04'
L5	N79°37'53"E	200.65'
L6	N56°40'36"E	78.30'
L7	S02°19'26"E	55.04'
L8	N64°06'22"E	11.56'
L9	S62°05'05"E	45.11'
L10	N75°54'11"E	66.90'
L11	N35°47'13"E	47.73'
L12	N80°43'47"E	92.74'
L13	S44°24'59"E	38.40'
L14	N82°12'01"E	80.74'
L15	N57°00'08"E	60.42'
L16	N78°51'14"E	40.17'
L17	S88°09'56"E	162.60'
L18	S89°24'23"E	287.78'
L19	N47°15'59"E	71.94'
L20	S01°18'38"E	219.15'
L21	N41°25'26"W	51.03'
L22	N89°52'33"W	467.73'
L23	N00°09'29"E	9.39'
L24	N89°52'33"W	25.00'
L25	N00°09'29"E	20.00'
L26	S89°32'59"W	25.01'

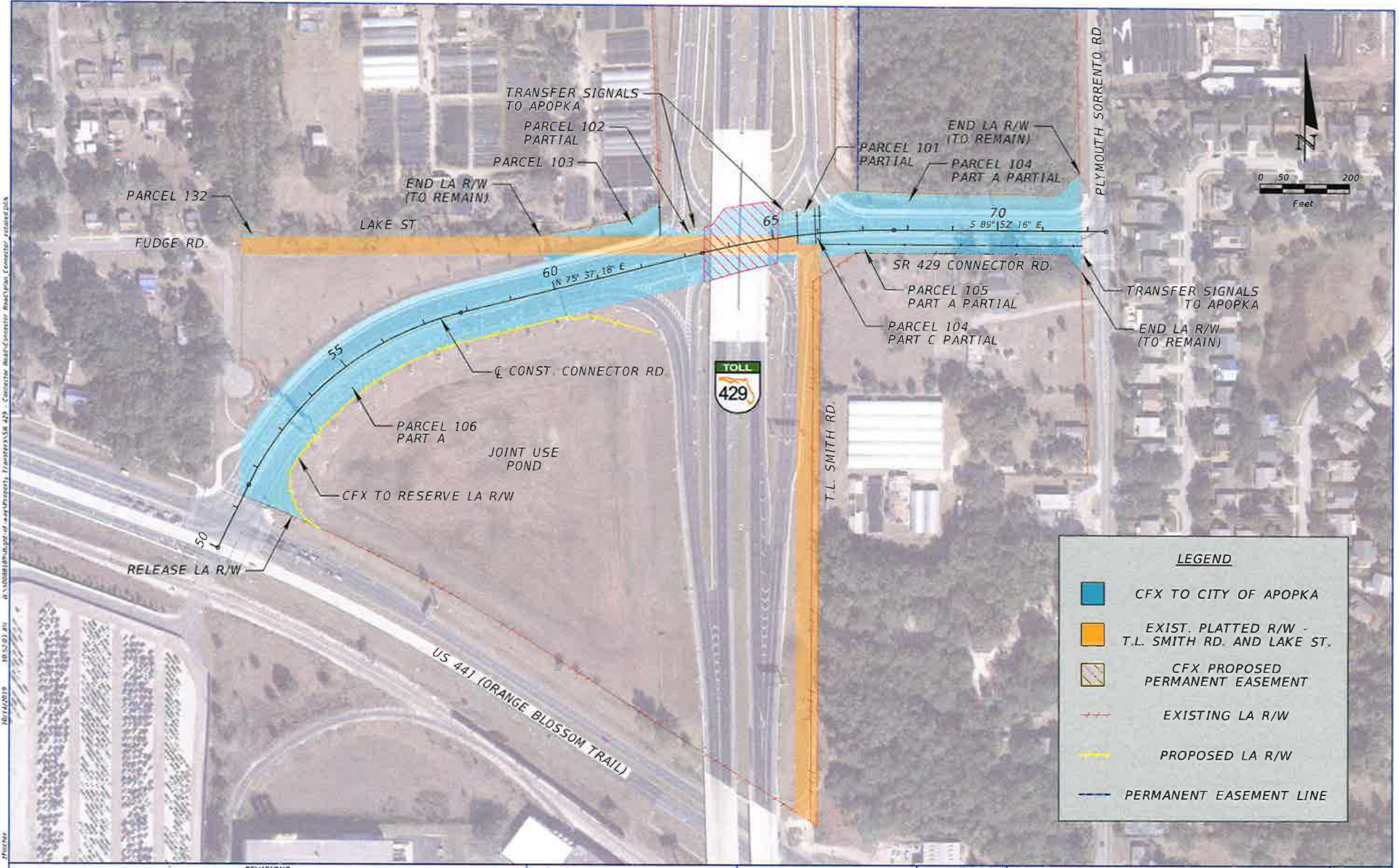
CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1635.00'	2°49'29"	80.61'	80.60'	S83°26'16"W

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.

PREPARED FOR:
CITY OF APOPKA
STATE ROAD 429 - PARCEL 101 CONNECTOR ROAD

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>1"=100'</u>	SHEET <u>2</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>



10/11/2019 10:53:03 AM D:\connectors\map\Project1_Transfer\SR 429_Connector_Road_Connector_Road\Map\Connector_Road\101.dwg

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Wekiva Parkway Right-of-Way	
ROAD NO.	PROJECT NO.
SR 429	201, 202



**CONNECTOR ROAD
PROPERTY TRANSFER
& EASEMENT EXHIBIT**

SHEET NO.
1

**EXHIBIT B.
QUIT CLAIM DEED WITH LEGAL DESCRIPTIONS
OF PROPERTY FROM CITY TO CFX**

Prepared By:

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

Reserved for Recording

Project 429-201 & 429-202
(T.L. Smith Road)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka, Florida 32703 (“City” or “GRANTOR”) and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX” or “GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED EXHIBIT “1”
(hereinafter “the Property”)

Property Appraiser’s Parcel Identification Number: Not Assigned

TOGETHER WITH all rights of ingress, egress, light, air and view to, from or across any of the Property which may otherwise accrue to any property adjoining said Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity,

Project 429-201 & 429-202 (T.L. Smith Road)

and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

“GRANTOR”

CITY OF APOPKA

First Witness:

Signature

BY: _____
Mayor

Print Name

Date: _____

Second Witness:

ATTEST: _____
Recording Clerk

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201____, by _____, as Mayor of the City of Apopka, who is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

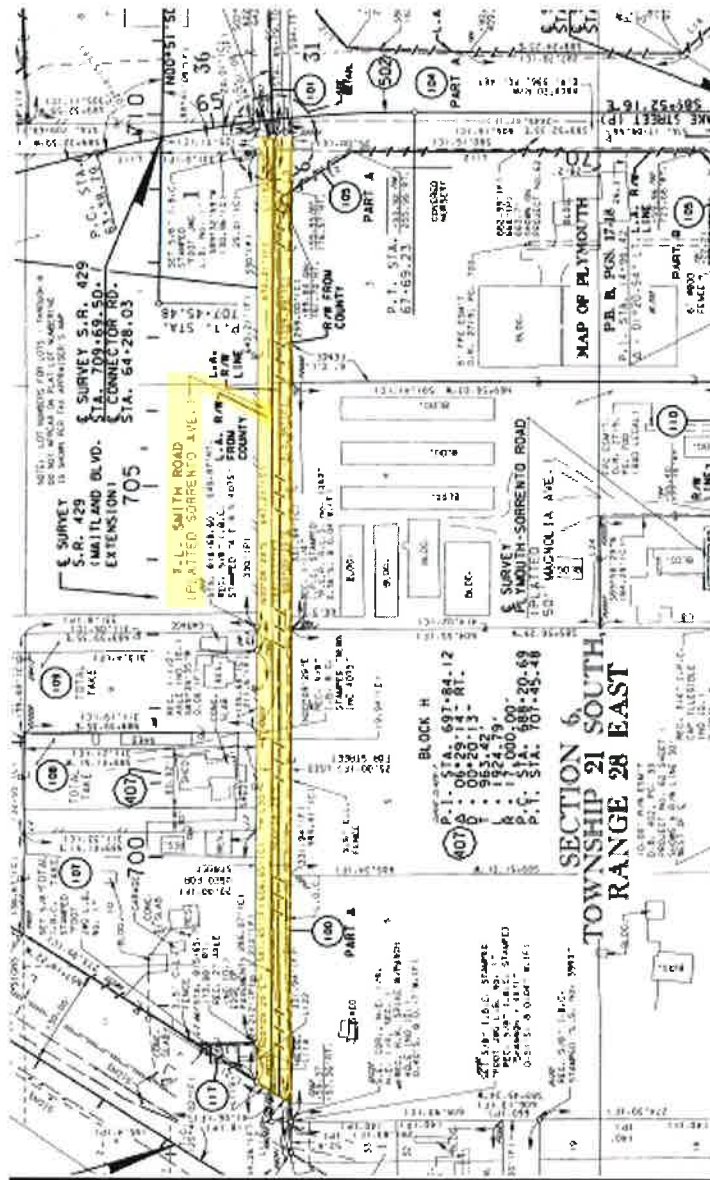
Print, Type or Stamp Commissioned Name of Notary Public

Project 429-201 & 429-202 (T.L. Smith Road)

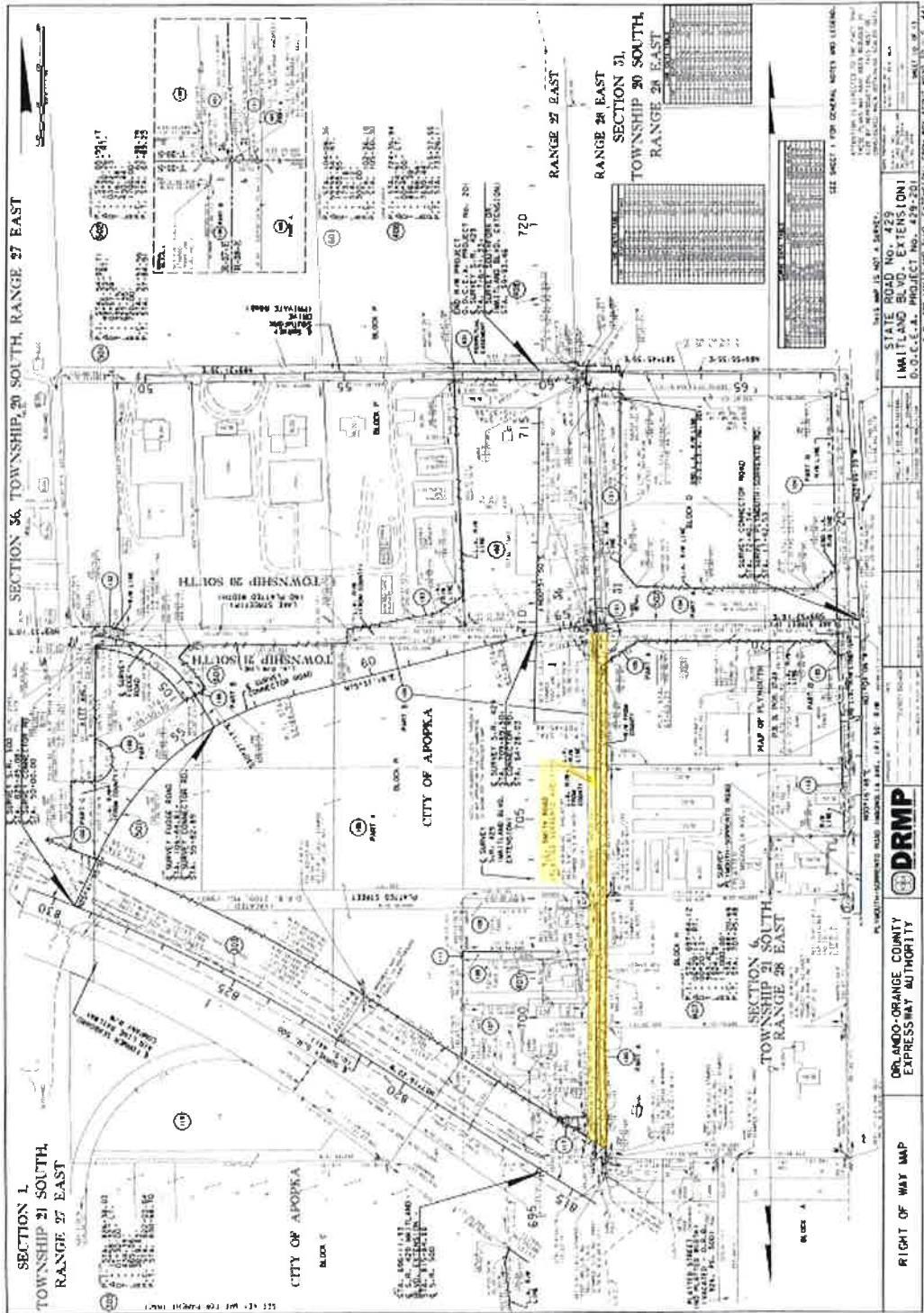
EXHIBIT "1"
LEGAL DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT: 429-201
ESTATE: FEE SIMPLE

That portion of T.L. Smith Road identified in Plat Book B, Page 18, commencing from Lake Street running south to approximately 150-feet into Lot 11 reaching the edge of CFX's limited access line, as depicted in the highlight excerpts of the Right of Way Map below.



Project 429-201 & 429-202 (T.L. Smith Road)



**EXHIBIT C.
DETAILED MAINTENANCE FUNCTIONS**

1. Local Road Bridge over CFX Expressway System

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) Local Agency Responsibility
 - i) Local Road maintenance up to bridge approach slabs
 - ii) Embankment/sideslopes to CFX limited-access ("L/A") right-of-way fence
 - iii) Signalization, guard rails, jurisdictional signage and bridge lighting above deck, if applicable
 - iv) **Non- CFX** Utilities facilities within CFX right-of-way
 - v) Local Road drainage structures and systems to CFX or Local Road ponds
 - vi) Cleaning/sweeping, pavement markings for Local Roads and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

- a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Ramp pavement to intersection with Local Road edge of pavement
 - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
 - iv) Bridge underdeck and ramp lighting
 - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
 - vi) Ramp maintenance to Local Road edge of pavement
- b) Local Agency Responsibility
 - i) Local Road maintenance
 - ii) Local Road within Local right-of-way, including pavement, pavement markings, sidewalks, lighting, and other improvements on or under the Local Road up to CFX's L/A right-of-way line, retaining wall or fence
 - iii) Embankment/sideslopes to CFX L/A right-of-way fence
 - iv) Signalization, guard rails, jurisdictional signage and Local Road lighting
 - v) **Non- CFX** Utilities facilities within Local Road right-of-way
 - vi) Local Road drainage structures and systems to CFX or Local Road retention area
 - vii) Cleaning/sweeping, pavement markings for Local Roads and sidewalks, if applicable.

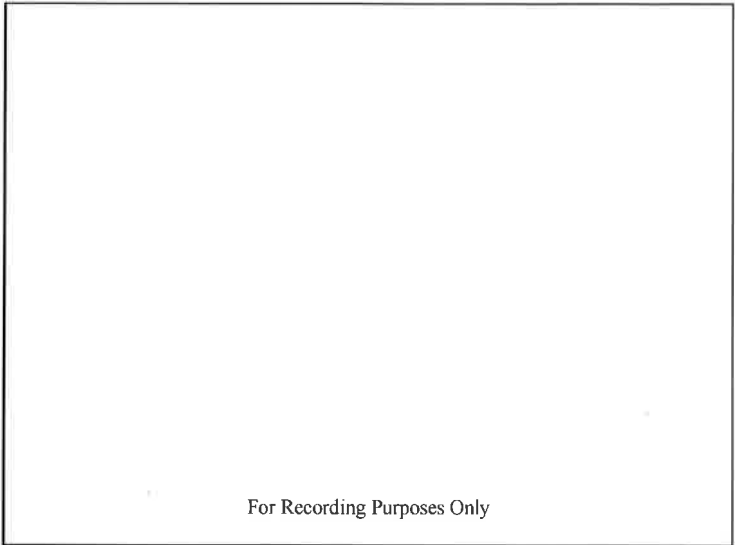
3. Canals/Waterways originating or extending beyond CFX Right-of-Way.
 - a) CFX Responsibility
 - i) Structural integrity of headwalls and structure within CFX right-of-way
 - ii) Bridge structure per se, including bridge deck and approach slabs
 - iii) Rip-rap
 - b) Local Agency Responsibility
 - i) Canal and banks beyond head walls within Local Agency right-of-way
 - ii) Open flow channel under CFX
4. Canals/Waterways within CFX Right-of-Way
 - a) CFX Responsibility
 - i) Bridge structure per se, including bridge deck and approach slabs
 - ii) Waterway/channel within CFX right-of-way
 - iii) Rip-rap
 - b) Local Agency Responsibility: None
5. Detention/Retention Ponds and Structures
 - a) CFX Responsibility
 - i) CFX assigned ponds and CFX drainage structures within L/A right-of-way handling CFX water
 - ii) Drainage structures and systems in CFX right-of-way conveying water across Expressway
 - b) Local Agency Responsibility
 - i) Local Agency assigned ponds and Local Agency drainage structures and systems handling Local Road water
 - ii) Drainage structures in Local Road right-of-way feeding into CFX ponds/right-of-way
6. Utilities
 - a) CFX Responsibility: None
 - b) Local Agency Responsibility: Water and wastewater mains in CFX L/A right-of-way
 - c) General: Non- CFX utilities in public or L/A right-of-way are the responsibility of the utility company
7. Roadways
 - a) CFX Responsibility: All facilities within CFX L/A right-of-way, except as noted.
 - b) Local Agency Responsibility: All facilities within Local Road right-of-way, except as noted.

EXHIBIT D. MAINTENANCE RESPONSIBILITY
 (See Exhibit C for the Detail Maintenance Functions)

Project	Location / Additional Requirements	City Responsibility	CFX Responsibility
429-202	Southfork Dr. under SR 429	2b	2a
429-201	Connector Road under SR 429	2b	2a
429-201	Traffic Signals at 429 NB at Connector Rd.	2b iv	None
429-201	Traffic Signals at 429 SB at Connector Rd.	2b iv	None
429-201	Traffic Signals at Plymouth Sorrento Rd.	2b iv	None
429-201	CFX Storm Water Management Pond 429-201-E receives runoff from CR 429 and Connector Road and is Joint Use. The capacity allocated to the City is set at the City's current capacity as of the effective date of this Agreement. In the future, CFX may elect to improve this pond or relocate or reconfigure this drainage area. CFX reserves the right to reshape, reconstruct, renovate, improve or otherwise modify the drainage systems and structures so long as the stormwater capacity and discharge of both CFX and the City to or from the Pond are neither disrupted nor diminished.	5b ii	5a

EXHIBIT E. EASEMENT AGREEMENT FOR EXPRESSWAY FACILITIES

Prepared By and Return To:
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807



For Recording Purposes Only

Project 429-201 (Connector Road)
Parcels 102 Partial & 106 Part A Partial

This document is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

EASEMENT AGREEMENT FOR EXPRESSWAY FACILITIES

THIS EASEMENT AGREEMENT is executed this _____ day of _____, 2019, by the **CITY OF APOPKA**, a Florida Municipal Corporation existing under the laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida 32703 (“Grantor” or “City”) to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“Grantee” or “CFX”).

WITNESSETH:

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

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

WHEREAS, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

WHEREAS, in the course of the construction of the Maitland Boulevard Extension and State Road (SR) 429, CFX acquired certain land for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the local road system compatible; and

WHEREAS, the construction of the Maitland Boulevard Extension and the Wekiva Parkway, Project Nos. 429-201 and 429-202, are completed, and both Parties desire title to the local roads including parcels consisting of or relating to Connector Road and related facilities to vest in City, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings to vest in CFX; and

WHEREAS, in conjunction with this Easement Agreement, the parties have entered or will enter into a separate Right of Way Transfer and Continuing Maintenance Agreement ("Maintenance Agreement") addressing, in part, each party's maintenance responsibilities with respect to the property identified therein; and

WHEREAS, the property that is the subject of this Easement Agreement involves the expressway bridges, ramps, columns, fencing, signage, and related structures and facilities (referred to as "Expressway Facilities") that cross over, under or through local road right-of-way within or soon to be within the jurisdictional limits of the City as more particularly described in **Exhibit "1"** attached hereto; and

WHEREAS, the City desires to formally grant to CFX certain easements for the operation, maintenance, expansion, or removal of Expressway Facilities on, over and under the load road right-of-way.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Easement Agreement are true and correct and are incorporated herein by this reference.

2. **Grant of Easement for Expressway Facilities.** The City hereby grants and conveys to CFX and its successors and assigns, perpetual, exclusive easements for the Expressway Facilities over the local road right-of-way described in **Exhibit "1"**, referred to as "Easement Property," including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove all or part of the Expressway Facilities over, through, across, and under the Easement Property. In addition, the City hereby grants and conveys to CFX and its successors and assigns, a perpetual, non-exclusive easement for limited-access fences, signs and related structures and facilities, including the right to access, install, construct, use, operate, maintain, alter, improve, repair replace, renew, expand, and remove on, over, through, across, and under the Easement Property. Further, when the City obtains additional portions of local right-of-way within the footprint of the Easement Property, the Easement Property shall encompass the additional portion of the City's road right-of-way. The City or its successors in interest shall be entitled to make reasonable use of the Easement Property for local right-of-way not inconsistent with CFX's use; provided, any use by the City of the Easement Property shall not in any manner adversely affect the exercise of CFX's rights

hereunder, use or enjoyment of the Easement Property. The City expressly agrees for itself and its successors and assigns, to refrain from any use of the Easement Property which would interfere with the Expressway Facilities or the Expressway System, or otherwise constitute a hazard for the Expressway Facilities or Expressway System.

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

- CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

- Copy to: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

- CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: Mayor

- Copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: City Attorney

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

4. **Modification.** This Easement Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

5. **Successors and Assigns.** All easements contained herein shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of the City and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case

may be, owning title to the respective properties at the time any liability or claim arising under this Easement Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

7. **No Public Rights.** This instrument is not intended to, and shall not, create any rights in favor of the general public.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWING]

For Recording Purposes Only

IN WITNESS WHEREOF, the City has caused this Easement Agreement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

CITY OF APOPKA, a Florida Municipal Corporation existing under the laws of the State of Florida.

(Print Name)

By: _____
Title: _____
Print: _____
Date: _____

(Print Name)

Approved as to form and legality for the execution by a signatory of the City of Apopka

Legal Counsel:
By: _____
Print: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, duly authorized under the laws of the State of Florida to take acknowledgments, this day personally appeared _____, as _____, of the City of Apopka, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Apopka.

(Signature of Notary Public)

(Print or Type Name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

For Recording Purposes Only

IN WITNESS WHEREOF, the Central Florida Expressway Authority has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

“GRANTEE”
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, an agency of the State of
Florida

Print Name: _____

By: _____
Chairman

Print Name: _____

Attest: _____
Executive Secretary

APPROVED AS TO FORM FOR
EXECUTION BY CFX ONLY

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, as _____ of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. He/She is personally known to me.

(Signature of Notary Public)

(Print or Type Name of Notary Public)
Notary Public, State of Florida
Commission No. & Expiration _____

EXHIBIT "1"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT: 429-201
ESTATE: PERPETUAL EASEMENT
PARCELS: 102 Partial and 106 Part A Partial

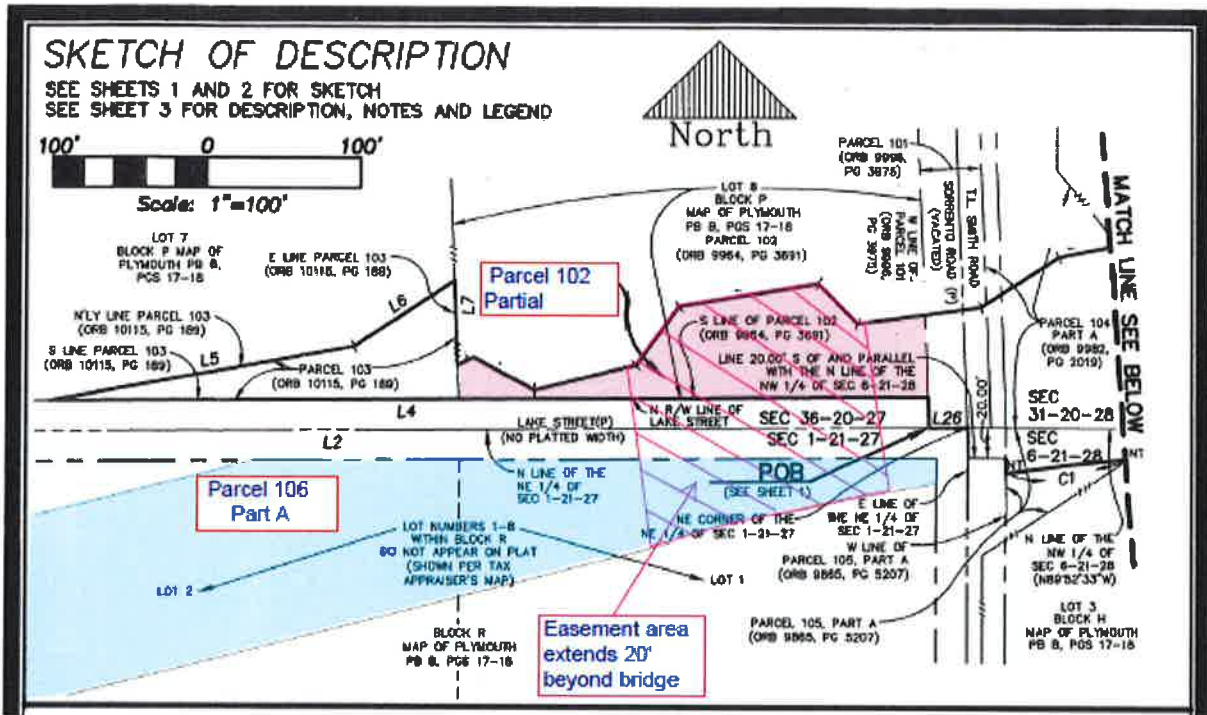
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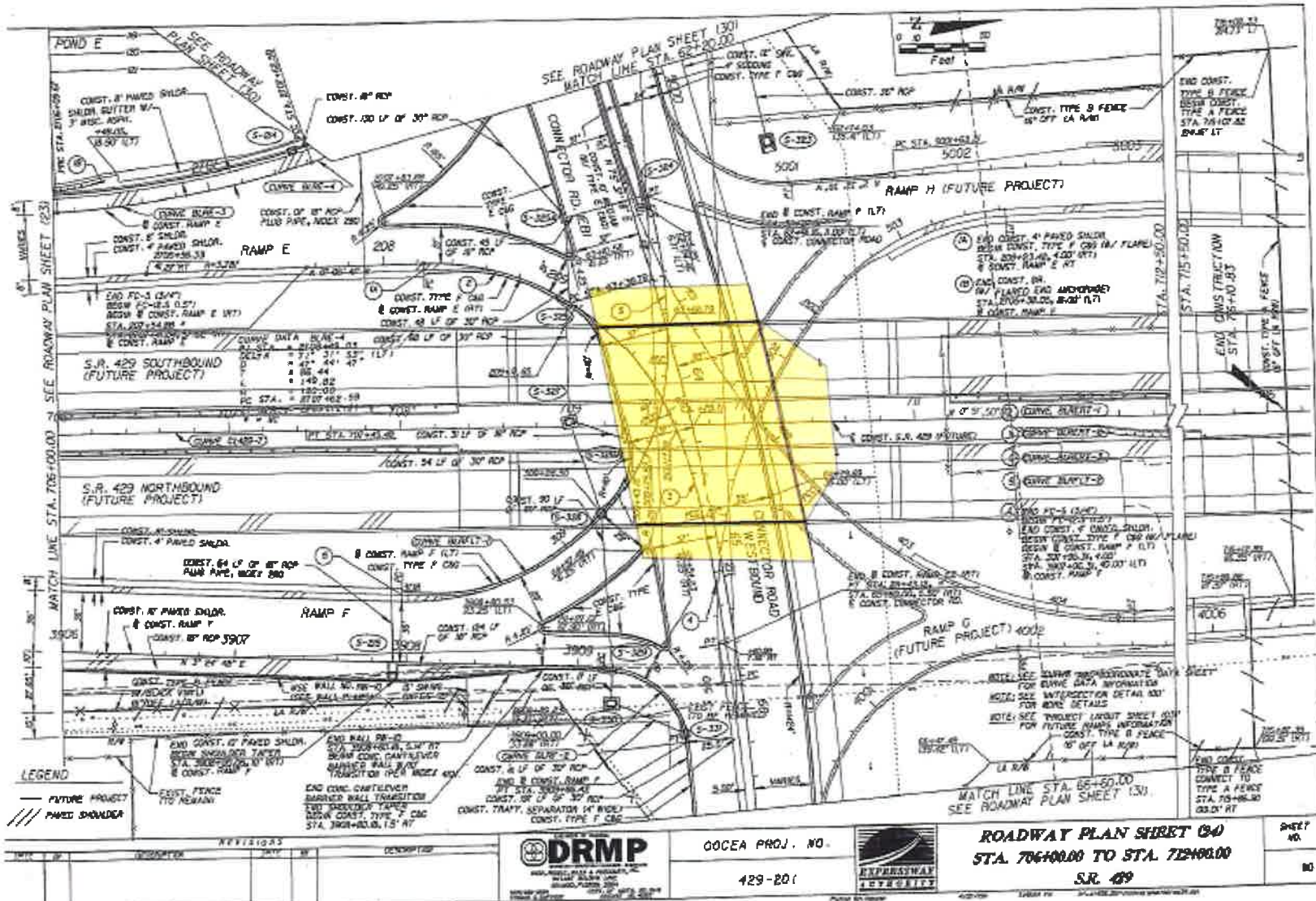
PARCELS OF LAND LYING IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Twenty (20) feet beyond the outermost perimeters of the existing bridges ("Expressway Bridges") at the crossings of State Road 429 over Connector Road as described in more detail in the Sketch and Plan Sheet attached hereto.

TERMS OF PERPETUAL EASEMENT

1. CFX has a perpetual easement on and over the above-described property, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
2. GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to restrict the height or structures, objects of natural growth and other obstructions on the described real property so as not to interfere with or impede the Expressway Bridges.
3. GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to prevent any use of the above described real property which would interfere with one or more Expressway Bridges, or otherwise constitute a hazard for any Expressway Bridge.





9

Project 429-201 (Connector Rd)

LEGEND
 --- FUTURE PROJECT
 /// PAVED SHOULDER
 --- EXIST. FENCE TO REMAIN

DATE	DESCRIPTION



OOCEA PROJ. NO.
 429-201



ROADWAY PLAN SHEET C-40
 STA. 706+00.00 TO STA. 712+00.00
 S.R. 429

SHEET NO.
 80


For Recording Purposes Only

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 23, 2019

RE: City of Apopka's Request to Purchase a Parcel Adjacent to Connector Road for Public Road Right-of-Way and Related Public Purposes to Implement its Western Gateway Transportation Master Plan Improvements, Contract No. 001622

PROJECT: 429-201 & 429-202

PARCEL: 106 Part B

INTRODUCTION

The City of Apopka ("Apopka") has made an application to Central Florida Expressway Authority ("CFX") to purchase a 2.287-acre triangular-shaped piece of property ("the Parcel") on the north side of Connector Road for public road right-of-way and other related public purposes. Apopka has offered to pay the appraised value of the Parcel and, as further consideration, has offered to assume the ongoing maintenance responsibilities for Connector Road. Apopka's request is attached hereto as **Exhibit "A"** and includes a description of Apopka's Western Gateway Transportation Master Plan Improvements. A map and aerial of Parcel is attached as **Exhibit "B"**.

The CFX Board is tasked with two responsibilities in this proposed request. First, it must evaluate whether the Parcel should be declared surplus property. If deemed to be surplus, the Board should recommend approval of a resolution to that effect. Second, if the Parcel is deemed to be surplus property, the Board should evaluate whether to authorize the sale of the Parcel to the City of Apopka and the terms of the sale. This includes a review and approval of the Real Estate Sale and Purchase Agreement.

DESCRIPTION OF THE PARCEL

As part of the Maitland Boulevard Extension Project, CFX acquired Parcel 106 in its entirety by eminent domain in the case styled *Orlando/Orange County Expressway Authority v. B.J.J.S., Inc.*, Case No. 2005-CA-4997-O, in August 2005. Parcel 106 consisted of 21.089 acres and was purchased for \$5,650,000 for the property plus \$98,360 for fees and costs, resulting in an acquisition cost of **\$272,600 per acre**.

The property was used to build State Road (SR) 429, also known as the Wekiva Parkway, including a retention pond, and Connector Road to enhance the access between SR 429 and US 441. The northwestern corner of Parcel 106 has not used for SR 429 or Connector Road and is the subject of Apopka's request to purchase.

BACKGROUND INFORMATION

CFX has adopted a Policy Regarding the Disposition of Excess Lands, codified in section 5-6.01, *et. seq.*, of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"). The Policy provides, in part, for the disposal of real property unnecessary or unsuitable for CFX's use. "Excess Property" is defined as "[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff." Where Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such Excess Property to be "Surplus Property" through the adoption of a resolution and direct that the Surplus Property be sold. Further, the Policy allows CFX to waive any procedure for the disposition of surplus property upon a recommendation of the Right of Way Committee and Executive Director, where deemed to be in the best interest of CFX and the public. Policy, §§ 5-1.01 & 5-6.04.

CFX staff and its General Engineering Consultant have examined the Parcel and have determined that the Parcel is not needed to support existing Expressway Facilities provided that the limited-access line along Connector Road is reestablished. Accordingly, CFX's General Engineering Consultant will certify that the Parcel is not be needed for the present or future construction, operation or maintenance of the Expressway Facilities and that the disposition of the Parcel, subject to the re-establishment of the limited access line, would not impede or restrict the Expressway System. As a result, the Parcel can be declared Surplus Property by the CFX Board through the adoption of a resolution.

Apopka, through correspondence dated April 12, 2019 from Mayor Bryan Nelson, has stated that it is seeking to develop and implement the City's Transportation Master Plan for the area in which the property is located. In order to construct and maintain that road network, the City must "gain ownership of certain properties owned by CFX" including the fractional interest. The letter also provides that Apopka is "willing to pay fair market value as determined by an appraisal obtained by CFX" as well as other associated costs with the sale of the property interest to Apopka.

Richard MacMillan, MAI, of the Appraisal Group of Central Florida, Inc., was retained to appraise the Connector Road Parcel. He valued the 2.287-acre Parcel at Two Hundred Ninety-Nine Thousand Dollars (\$299,000) based upon comparable vacant land sales ranging from \$2.05 to \$4.10 per square foot with a value at \$3.00 per square foot or approximately **\$130,700 per acre**. David K. Hall, ASA, State Certified General Real Estate Appraisal, of Bullard, Hall & Adams, Inc., reviewed the appraisal report and submitted an Appraisal Review Report confirming that the report met the requirements of the Uniform Standards of Professional Appraisal Practice ("USPAP").

Based upon Apopka's intended use for public road right of way purposes, the payment of fair market value, and the additional consideration related to the maintenance of Connector Road, it is recommended that the Board find the sale of the Parcel to be in the best interest of CFX and the public and that the Parcel be sold to the City of Apopka for public road right of way purposes and related public purposes as set forth in the Resolution.

REQUEST

We request Board approval of the following:

- (1) Resolution Declaring CFX's Interest in Parcel 106 Part B as Surplus Property; and
- (2) Resolution Authorizing the Sale of Parcel 106 Part B to the City of Apopka for Public Road Right of Way Purposes and Related Public Purposes for fair market value plus associated costs and Real Estate Sale and Purchase Agreement.

The Right of Way Committee recommended approval on October 23, 2019.

Reviewed by:  _____

EXHIBITS

- A. Letter from Bryan Nelson, Mayor, City of Apopka, dated April 12, 2019, with the West Apopka Gateway Area Draft Transportation Master Plan and supporting Resolution
- B. Map and Aerial
- C. Certificate from CFX's General Engineering Consultant
- D. Resolution Declaring Parcel 106 Part B as Surplus Property
- E. Resolution Authorizing the Sale of Parcel 106 Part B to the City of Apopka for Public Road Right of Way Purposes and Other Public Purposes for Fair Market Value Plus Associated Costs and Real Estate Sale and Purchase Agreement.



120 E. Main St. · APOPKA, FLORIDA 32703-5346
PHONE (407) 703-1700

April 12, 2019

Ms. Laura Kelley, Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Road Right-of-Way and Property needed to Implement the City's Western Gateway
Transportation Master Plan Improvements

Dear Ms. Kelley,

The City of Apopka is actively pursuing quality development to locate in its western gateway, defined as the area framed by S.R. 429 on the east, S.R. 429 Connector Road on the south, Hermit Smith Road on the west, and Yothers Road on the north. Key to successful development will be implementation of the City's Transportation Master Plan for this area. This plan includes a well-designed internal roadway network that connects to the roadways that frame the area. See the attached map.

For the roadway network to be constructed, the City needs to gain ownership of certain properties owned by CFX. Without these properties, the opportunities to make a useful connected roadway network that is attractive to developers are remote.

The Apopka City Council understands the benefits a well-planned and designed roadway network brings to the City and at its meeting on March 20, 2019, adopted Resolution No. 2019-08 which supports collaborating with the City's partners to acquire properties and right-of-way necessary for construction of a roadway network in the City's western gateway area. This Resolution (attached to this letter) demonstrates the City's commitment to attracting quality development to this area and the need for a roadway network that supports development.

Vital to the Transportation Master Plan roadway network is the ability to connect S.R. 429 Connector Road to Fudge Road. The connection needs to be located around the mid-point between U.S. 441 and S.R. 429 Connector Road western signal to meet spacing requirements for safe operation. Equally important is constructing Southfork Drive to City standards and making it a public road. The Transportation Master Plan includes Southfork Drive as a centrally located east-west road connecting Plymouth Sorrento Road and Hermit Smith Road.

Connecting S.R. 429 Connector Road to Fudge Road

To implement the Transportation Master Plan, the City must acquire a portion of a parcel (I.D. No. 33-20-28-0000-00-063) located on the north side of S.R. 429 Connector Road. This property, currently

Mayor: BRYAN NELSON Commissioners: ALEXANDER SMITH ALICE NOLAN DOUG BANKSON KYLE BECKER

EXHIBIT "A"

owned by CFX, is essential to construct a connection between S.R. 429 Connector Road and Fudge Road and also for stormwater ponds for the new roads in the Transportation Master Plan. This connection is key to the success of the roadway network. In addition, this property is a central focal point of the western gateway area to the City. It will be seen by all coming to and leaving the City from the west. The property will be attractively landscaped, complimentary to the landscaping theme used along the Wekiva Parkway. The ponds will be designed in a curvilinear fashion and contain a water feature that matches others in the City. The City also wishes to locate a decorative marquee style sign somewhere along S.R. 429 Connector Road that can be viewed from both S.R. 429 and U.S. 441.

Construction of Southfork Drive

Southfork Drive, critical to the Transportation Master Plan and overall successful traffic circulation in the western gateway area, is a private dirt road, currently held in a tenant in common ownership by CFX and others. The City is set to take ownership of the majority of Southfork Drive but needs CFX's one-eighth portion to attain 100% ownership. Once the City has full ownership, the currently private road will be brought up to City standards and become a public road.

Benefits of the City's Proposal

The City understands that CFX must be financially compensated for these properties and is willing to pay fair market value as determined by an appraisal obtained by CFX. The City will pay for the appraisal and also for any other necessary documentation normally included in a property sale from CFX. Any easements required by CFX to maintain S.R. 429 will be granted. The properties will only be used for public purposes and not resold or given to the private sector for private development.

Additionally, the City is willing to receive S.R. 429 Connector Road through a jurisdictional transfer from CFX. The City will take over all responsibilities for roadway maintenance of S.R. 429 Connector Road from U.S. 441 to Plymouth Sorrento Road. This includes, but is not limited to: repair of potholes; resurfacing; curb repair; repair and cleaning of culverts, pipe systems, stormwater drainage inlets, and ditch systems contiguous to and carrying roadway stormwater runoff; painting of pavement markings; issuance of driveway permits; issuance of underground utility and right of way utilization; sweeping of the road surface; mowing of all areas within the right of way and on the adjoining remnant parcel north of S.R. 429 Connector Road; and clearing or removing debris from the road. Additionally, the City will assume maintenance responsibilities for the traffic signal at S.R. 429 Connector Road and Plymouth Sorrento Road and the ramp signals at S.R. 429 Connector Road and S.R. 429. CFX will retain the air rights over S.R. 429 Connector Road. Easements needed by CFX to access, maintain or improve S.R. 429 will be granted.

It is not just the City that will benefit, CFX will benefit from an agreement that transfers ownership of these properties and right-of-way to the City. CFX will recoup fees expended for the purchase of the right-of-way for S.R. 429 related to these properties. The City is willing to pay fair market value for the properties that cannot be handled through a jurisdictional transfer.

Moreover, CFX will be relieved of responsibilities and any liability that comes with being a one-eighth tenant in common owner of Southfork Drive. CFX's one-eighth ownership of Southfork Drive is not a piece that can be carved out and used in a stand-alone way. The City of Apopka is able to secure ownership of the other seven-eighths and wants to build a road. Under this scenario, CFX will be paid for the property that will be used for a public road and remain in the public domain.

Page 3

Ms. Laura Kelley, Executive Director

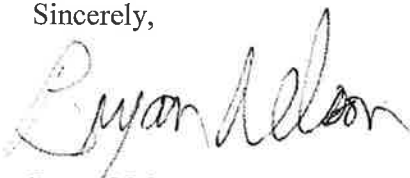
April 12, 2019

CFX will be paid fair market value for the 5 +/- acre parcel on the north side of S.R. 429. Selling to the City transfers all maintenance responsibilities to the City. Based on fees established in the City's current Mowing Services Contract, the cost to maintain this one small parcel will be approximately \$500.00 per month, making the sale of this property a \$6,000.00 per year savings to CFX.

CFX and the City of Apopka have entered into many successful maintenance agreements and jurisdictional transfers in the past as a result of the construction of S.R. 429, the Wekiva Parkway, and the three interchanges that are located within the City. All have brought benefit to both parties. We see this request as the next opportunity for CFX and the City to continue our collaborative relationship. This is a winning opportunity for both CFX and the City and we respectfully ask for your consideration of our request.

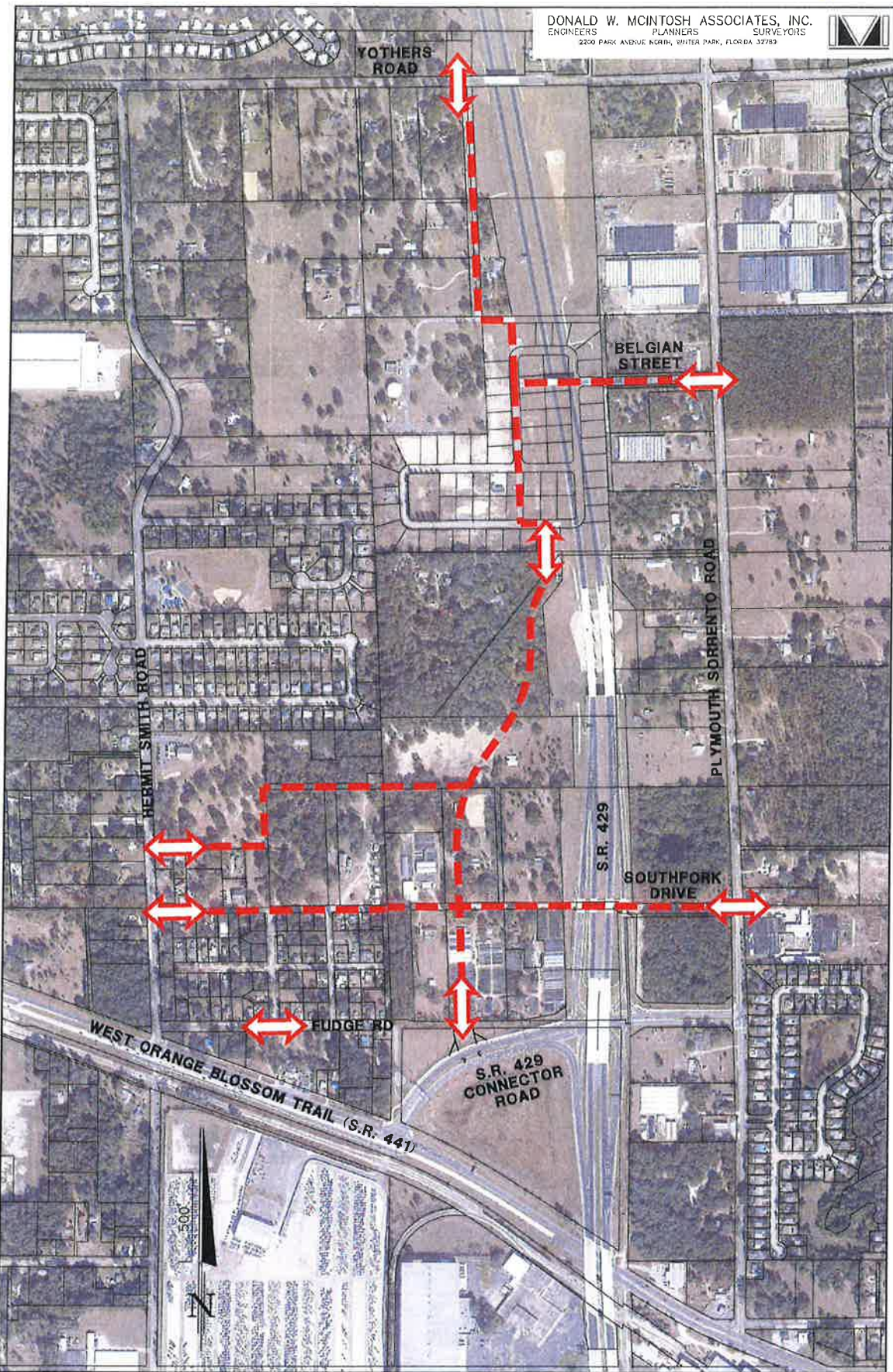
The City of Apopka stands ready to move forward with this project and willing to discuss the terms of an agreement that will enable CFX to convey or sell the property and road right-of-way discussed herein. Please contact me at your earliest convenience to discuss next steps.

Sincerely,

A handwritten signature in cursive script that reads "Bryan Nelson".

Bryan Nelson
Mayor, City of Apopka

cc: Linda Lanosa, Esq.
Glenn Pressimone, P.E.
Edward Bass



**WEST APOPKA GATEWAY AREA
DRAFT TRANSPORTATION MASTER PLAN**

3/29/2011 10:28 AM C:\Users\jmcintosh\Documents\Projects\West Apopka Gateway Area\Map\Map.mxd

RESOLUTION NO. 2019-08

A RESOLUTION OF THE COUNCIL OF THE CITY OF APOPKA, FLORIDA, SUPPORTING A PLANNED ROADWAY NETWORK FOR THE AREA KNOWN AS THE WESTERN GATEWAY TO THE CITY.

WHEREAS, the City of Apopka is responsible for planning for future land use, roadways, and utilities to serve the residents of the City; and

WHEREAS, the City of Apopka has an opportunity to attract higher quality development that will support job creation and economic development to the City; and

WHEREAS, the western gateway to the City, specifically the property north of U.S. 441, east of Hermit Smith Road, and west of Plymouth Sorrento Road, is a prime location to expect quality development to emerge due to the area's proximity to U.S. 441, Plymouth Sorrento Road and S.R. 429; and

WHEREAS, the City can set this in motion only by working with our public and private sector partners to ensure optimal roadway networks, utilities, and amenities such as enhanced pedestrian trails, are laid out in a thoughtful plan, setting the foundation for smart growth and economic development in the area; and

WHEREAS, the City must also work with our public and private sector partners to acquire needed right-of-way to connect the existing roadway network, utilities and amenities with those that are planned; and

WHEREAS, the City Council determines that the adoption of this resolution is in the best interest of the residents of the City of Apopka.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, as follows:

Section 1. The forgoing recitals are ratified and incorporated herein.

Section 2. The City Council resolves to interact with our public and private partners to ensure the creation and implementation a well thought out plan for development in this area is one that brings economic growth to the City of Apopka and is in the best interest of the City's residents.

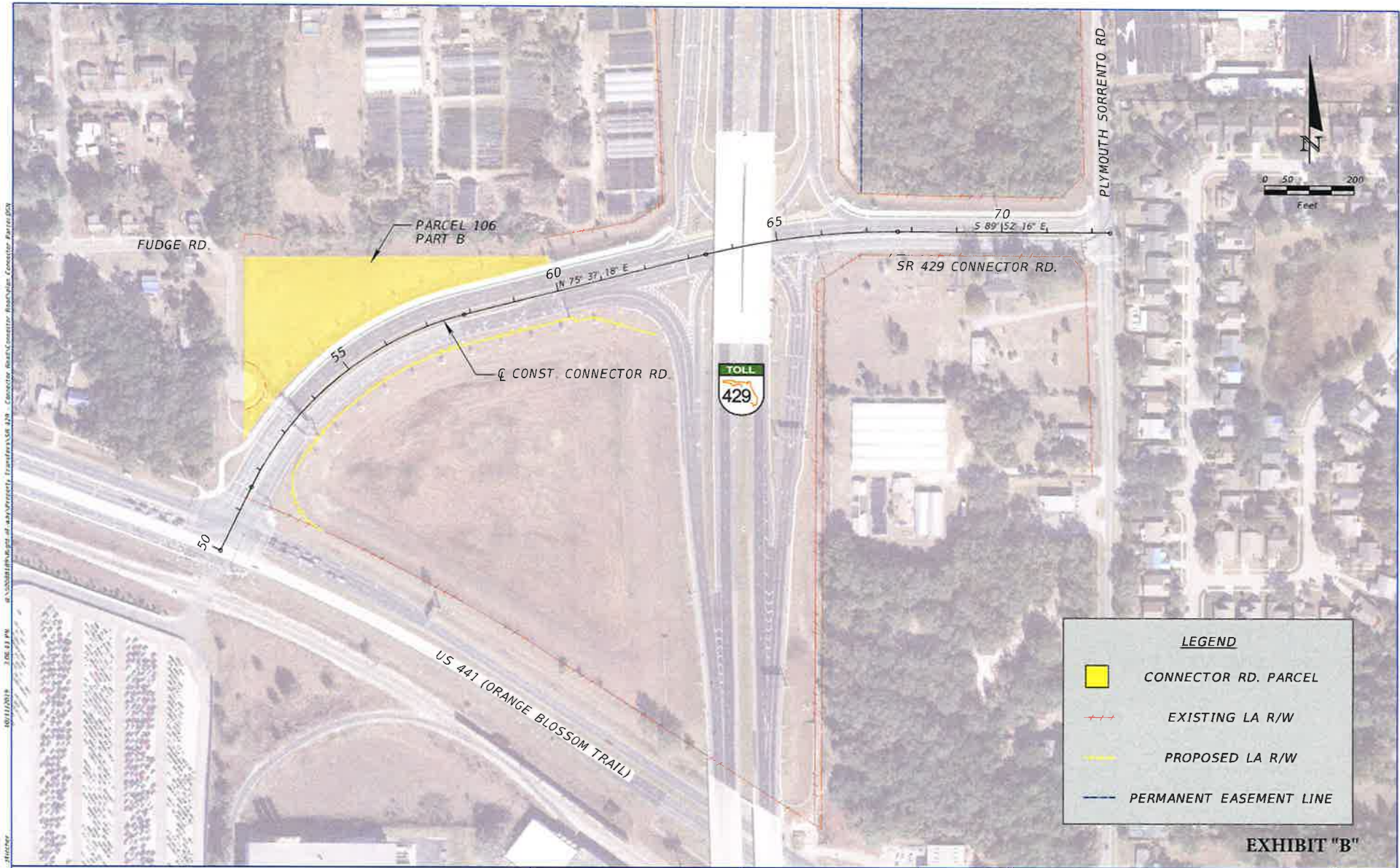
Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 20 DAY OF March, 2019.


Bryan Nelson, Mayor

ATTEST:


Linda F. Goff, City Clerk



LEGEND

- CONNECTOR RD. PARCEL
- EXISTING LA R/W
- PROPOSED LA R/W
- PERMANENT EASEMENT LINE

EXHIBIT "B"

DATE		REVISIONS		DESCRIPTION	Wekiva Parkway Right-of-Way		CONNECTOR ROAD PARCEL SALE EXHIBIT		SHEET NO.
		DATE	DESCRIPTION						
					SR 429	201. 202			2

08/11/2014 2:06:43 PM \\s001166\proj\441\work\proj_441\work\plans\441\Const_Connector_Road\Const_Connector_Parcel.dwg



October 15, 2019

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

DRAFT

RE: DISPOSITION OF PROPERTY

SR 429, Project 429-201
CFX Parcel 106 (Part B)
Connector Road Parcel

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcel for the Connector Road parcel described in Exhibit A attached. In our opinion, we certify that this parcel is no longer essential for the operation of the CFX system and disposition of this parcel would not impede or restrict the current or future construction, operation or maintenance of the CFX System, provided that the limited access line is reestablished prior to conveyance.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Linda Brehmer Lanosa, Esq. CFX (w/ enc.)

EXHIBIT "C"

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS SURPLUS PROPERTY**

WHEREAS, Central Florida Expressway Authority (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facility”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Policy”), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the Policy, “Excess Property” is “[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;” and

WHEREAS, pursuant to the Policy, where excess property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such excess property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, as part of the Maitland Boulevard Extension Project, CFX acquired Parcel 106 in its entirety by eminent domain in the case styled *Orlando/Orange County Expressway Authority v. B.J.J.S., Inc.*, Case No. 2005-CA-4997-O, for State Road (“SR”) 429, known as the Wekiva Parkway, and Connector Road, which connects SR 429 to U.S. 441; and

WHEREAS, a portion of Parcel 106, referred to as the Parcel or Parcel 106 Part B, has not been used for SR 429 or Connector Road; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Parcel and the General Engineering Consultant has certified that the Parcel will not be needed for the present or future construction, operation or maintenance of the Expressway Facilities, subject to the re-establishment of the limited access line; and

WHEREAS, in light of the foregoing circumstances and reservations, CFX's Right of Way Committee has recommended that that the CFX Board adopt a resolution declaring the Parcel to be Surplus Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby finds that the Parcel, further described in **Exhibit "A"** attached hereto, is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes and is Excess Property, provided that the limited access line is re-established.

2. Finding it is in the best interest of CFX and the public to declare the Parcel as Surplus Property, CFX hereby declares the Parcel as Surplus Property available for sale, subject to the re-establishment of the limited access line along Connector Road.

3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2019.

Jay Madara, Chairman

ATTEST: _____
Regla Lamaute
Board Services Coordinator

Approved as to form and legality

Diego "Woody" Rodriguez
General Counsel

Resolution No. 2019-
SR 429, Project 429-201 & 202
Parcel 106 Part B (North Side of Connector Road)

Exhibit "A"

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

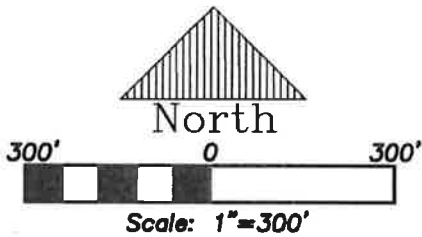
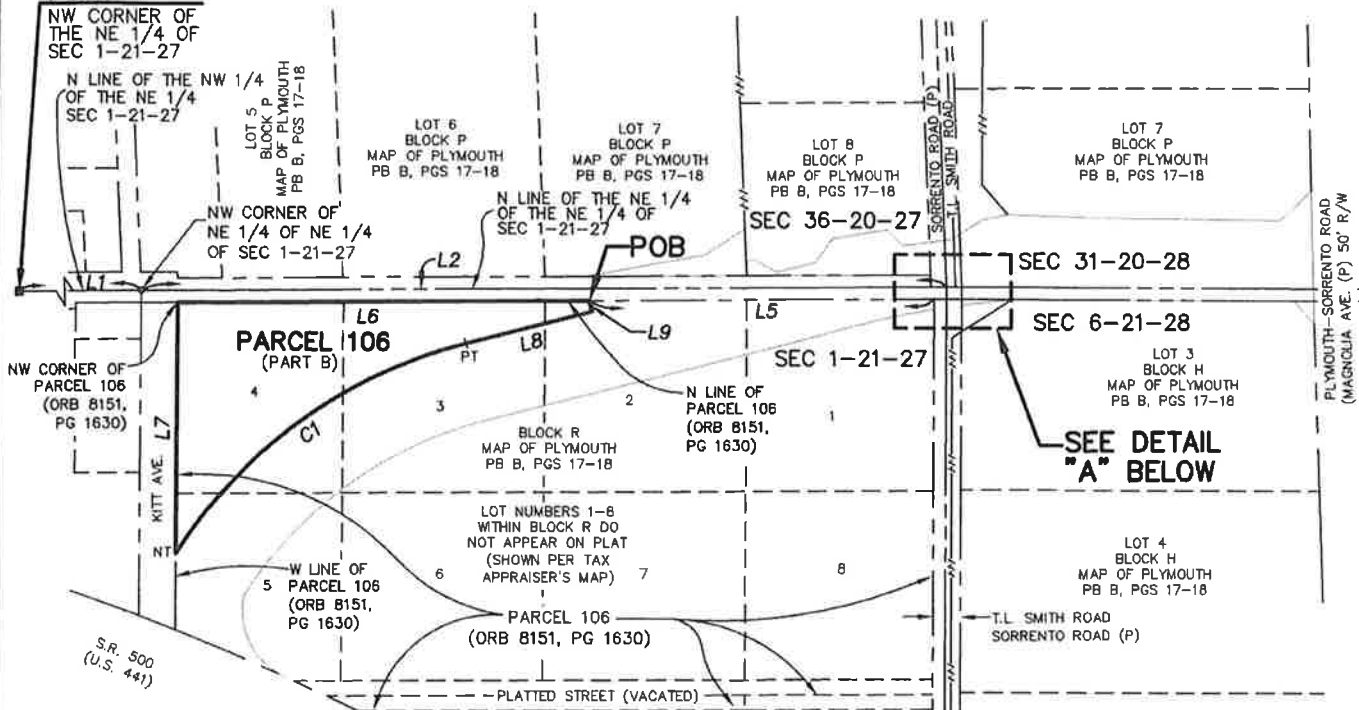
PROJECT: 429-201

PURPOSE: SURPLUS PROPERTY

ESTATE: FEE SIMPLE

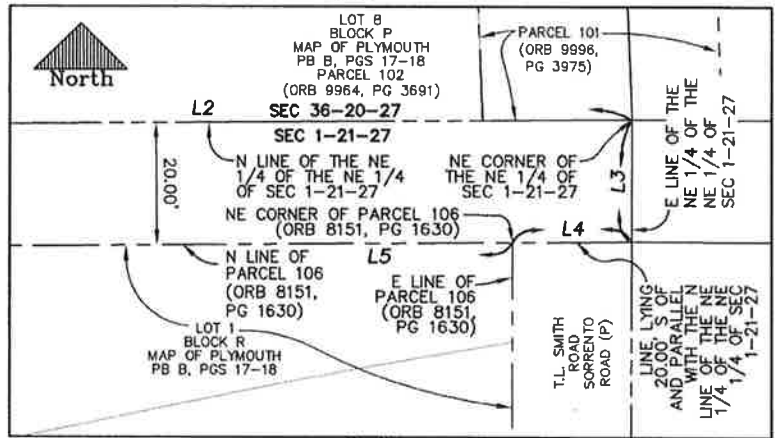
PARCEL NO. 106 PART B

POC



This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR LINE AND CURVE TABLES,
AND LEGEND
SEE SHEET 3 FOR DESCRIPTION AND NOTES



DETAIL "A" (SCALE 1" = 30')

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART B) CONNECTOR ROAD

DATE	BY	DESCRIPTION
09/19/19	RTS	REVISED SKETCH AND LEGAL
08/28/19	RTS	REVISED SKETCH OF DESCRIPTION
08/19/19	RTS	REVISED SKETCH AND LEGAL DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Robert "Tyler" Sears September 20, 2019
Florida Registered Surveyor and Mapper
Certificate No. 6950
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>1"=300'</u>	SHEET <u>1</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT: 429-201
 PURPOSE: SURPLUS PROPERTY
 ESTATE: FEE SIMPLE
 PARCEL NO. 106 PART B

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°33'19"E	1320.40'
L2	N89°32'59"E	1320.36'
L3	S00°09'29"W	20.00'
L4	S89°32'59"W	20.00'
L5	S89°32'59"W	567.52'
L6	S89°32'59"W	672.85'
L7	S00°13'06"W	411.07'
L8	N75°37'18"E	214.23'
L9	N15°08'17"W	18.06'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	785.00'	43°44'00"	599.18'	584.74'	N53°45'18"E

LEGEND

- LIMITED ACCESS RIGHT-OF-WAY
- SEC 1-21-27 SECTION-TOWNSHIP-RANGE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- R/W RIGHT-OF-WAY
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE
- PGS PAGES
- (P) PER PLAT
- N'LY NORTHERLY
- S'LY SOUTHERLY
- S.R. STATE ROAD
- U.S. UNITED STATES

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART B) CONNECTOR ROAD



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SEE SHEET 1 FOR SKETCH
 SEE SHEET 2 FOR LINE AND
 CURVE TABLES, AND LEGEND
 SEE SHEET 3 FOR DESCRIPTION
 AND NOTES

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

STATE ROAD 429

PROJECT: 429-201

PURPOSE: SURPLUS PROPERTY

ESTATE: FEE SIMPLE

PARCEL NO. 106 PART B

DESCRIPTION:

That part of Section 1, Township 21 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 21 South, Range 27 East; thence N89°33'19"E along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 1, for a distance of 1320.40 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 1; thence N89°32'59"E along the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 1, for a distance of 1320.36 feet to the Northeast corner of the Northeast 1/4 of said Section 1; thence S00°09'29"W along the East line of said Northeast 1/4 of the Northeast 1/4 of Section 1, for a distance of 20.00 feet to a line lying 20.00' South of and parallel with aforesaid North line of the Northeast 1/4 of the Northeast 1/4 of Section 1; thence S89°32'59"W along said parallel line, for a distance of 20.00 feet to the Northeast corner of Parcel 106, as described in Official Records Book 8151, Page 1630, of the Public Records of Orange County, Florida; thence continue S89°32'59"W along the North line of said Parcel 106 for a distance of 567.52 feet to the POINT OF BEGINNING; thence continue S89°32'59"W along said North line, 672.85 feet to the Northwest corner of said Parcel 106; thence S00°13'06"W along the West line of said Parcel 106 for a distance of 411.07 feet to a non-tangent curve concave Southeasterly having a radius of 785.00 feet and a chord bearing of N53°45'18"E; thence departing said West line, run Northeasterly along the arc of said curve through a central angle of 43°44'00" for a distance of 599.18 feet to the point of tangency; thence N75°37'18"E, 214.23 feet; thence N15°08'17"W, 18.06 feet to the POINT OF BEGINNING.

Containing 2.287 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey. This sketch of description is based on Orlando-Orange County Expressway Authority Right of Way Map of State Road No. 429 (Maitland Boulevard Extension) Project No. 429-201, prepared by DRMP. The configuration of this Sketch of Description is based on information provided to DWMA by Dewberry.
- Not valid without the original signature and seal of a Florida licensed surveyor and mapper.
- Bearings based on the North line of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 27 East as being N89°33'19"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1990 adjustment as shown on Orlando-Orange County Expressway Authority Right of Way Map of State Road No. 429 (Maitland Boulevard Extension) Project No. 429-201, prepared by DRMP.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART B) CONNECTOR ROAD



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR LINE AND
CURVE TABLES, AND LEGEND
SEE SHEET 3 FOR DESCRIPTION
AND NOTES

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING THE SALE OF SURPLUS PROPERTY TO
THE CITY OF APOPKA FOR PUBLIC ROAD RIGHT OF
WAY AND RELATED PURPOSES**

WHEREAS, Central Florida Expressway Authority (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facility”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Policy”), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, as part of the Maitland Boulevard Extension Project, CFX acquired Parcel 106 in its entirety by eminent domain in the case styled *Orlando/Orange County Expressway Authority v. B.J.J.S., Inc.*, Case No. 2005-CA-4997-O and used the property for State Road 429 known as the Wekiva Parkway and Connector Road, and a portion of Parcel 106, referred to as “the Parcel” or “Parcel 106 Part B,” has been declared to be surplus property, provided that the limited access line is reestablished along Connector Road; and

WHEREAS, the City of Apopka, a municipal corporation existing under the laws of the State of Florida, has made an application to CFX to purchase use the Parcel for public road right of way and related public purposes and has agreed to pay CFX the fair market value and, as additional consideration, the City of Apopka has agreed to accept the maintenance responsibilities for Connector Road; and

WHEREAS, CFX’s Right of Way Committee has determined that the sale of the Parcel subject to the reestablishment of the limited access line, would be in the best interest of CFX and the public; and

WHEREAS, after reviewing the City of Apopka's application, CFX's Right of Way Committee has recommended that the Parcel be sold to the City of Apopka for public road right of way and related public purposes as described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby finds that it is in the interest of both CFX and the public to sell the Parcel, subject to the reestablishment of the limited-access line, as more particularly described in **Exhibit "A,"** to the City of Apopka for a public road right of way and other related public purposes.

2. Accordingly, CFX hereby declares that the Parcel may be sold to the City of Apopka for public road right of way and other related public purposes via Quit Claim Deed, after the limited-access line is reestablished along Connector Road, for fair market value plus Apopka's acceptance of the maintenance responsibilities for Connector Road, in a manner substantially similar to the Real Estate Agreement to Sell and Purchase attached hereto as **Exhibit "B,"** subject to minor changes with the approval of CFX's Chief of Infrastructure, General Engineering Consultant, and General Counsel or their designees.

3. The CFX Board will not require separate notice to the local government in which the Parcel is located.

4. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2019.

Jay Madara, Chairman

ATTEST: _____
Regla Lamaute
Board Services Coordinator

Approved as to form and legality

Diego "Woody" Rodriguez
General Counsel

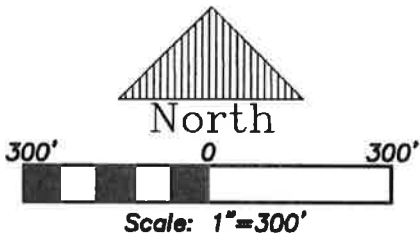
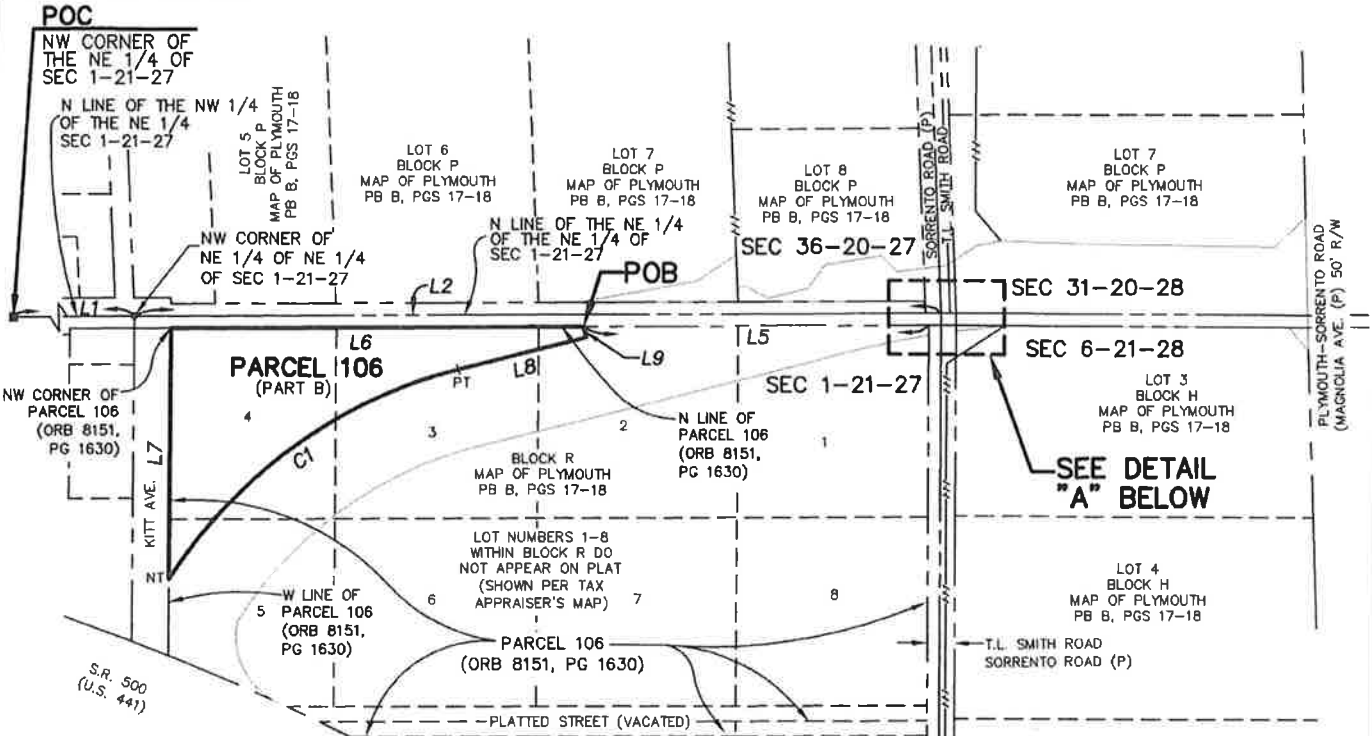
Resolution No. 2019-_____
SR 429, Project 429-201 & 202
Parcel 106 Part B (North Side of Connector Road)

EXHIBIT "A"

DESCRIPTION OF PARCEL

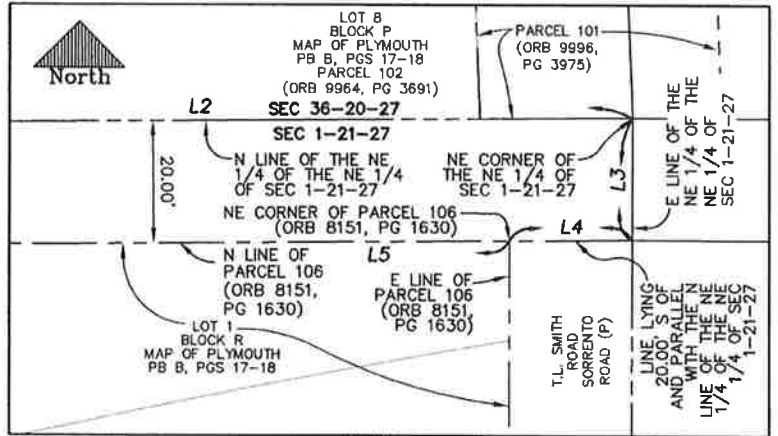
SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT: 429-201
 PURPOSE: SURPLUS PROPERTY
 ESTATE: FEE SIMPLE
 PARCEL NO. 106 PART B



This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEET 1 FOR SKETCH
 SEE SHEET 2 FOR LINE AND CURVE TABLES, AND LEGEND
 SEE SHEET 3 FOR DESCRIPTION AND NOTES



DETAIL "A" (SCALE 1" = 30')

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART B) CONNECTOR ROAD

DATE	BY	DESCRIPTION
09/19/19	RTS	REVISED SKETCH AND LEGAL
08/28/19	RTS	REVISED SKETCH OF DESCRIPTION
08/19/19	RTS	REVISED SKETCH AND LEGAL DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68

Robert "Tyler" Sears
 September 20, 2019
 Florida Registered Surveyor and Mapper
 Certificate No. 3950
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE
 AND SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>1"=300'</u>	SHEET <u>1</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT: 429-201
 PURPOSE: SURPLUS PROPERTY
 ESTATE: FEE SIMPLE
 PARCEL NO. 106 PART B

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°33'19"E	1320.40'
L2	N89°32'59"E	1320.36'
L3	S00°09'29"W	20.00'
L4	S89°32'59"W	20.00'
L5	S89°32'59"W	567.52'
L6	S89°32'59"W	672.85'
L7	S00°13'06"W	411.07'
L8	N75°37'18"E	214.23'
L9	N15°08'17"W	18.06'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	785.00'	43°44'00"	599.18'	584.74'	N53°45'18"E

LEGEND

- LIMITED ACCESS RIGHT-OF-WAY
- SEC 1-21-27 SECTION-TOWNSHIP-RANGE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- R/W RIGHT-OF-WAY
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE
- PGS PAGES
- (P) PER PLAT
- N'LY NORTHERLY
- S'LY SOUTHERLY
- S.R. STATE ROAD
- U.S. UNITED STATES

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART B) CONNECTOR ROAD



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SEE SHEET 1 FOR SKETCH
 SEE SHEET 2 FOR LINE AND
 CURVE TABLES, AND LEGEND
 SEE SHEET 3 FOR DESCRIPTION
 AND NOTES

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT: 429-201
PURPOSE: SURPLUS PROPERTY
ESTATE: FEE SIMPLE
PARCEL NO. 106 PART B

DESCRIPTION:

That part of Section 1, Township 21 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 21 South, Range 27 East; thence N89°33'19"E along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 1, for a distance of 1320.40 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 1; thence N89°32'59"E along the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 1, for a distance of 1320.36 feet to the Northeast corner of the Northeast 1/4 of said Section 1; thence S00°09'29"W along the East line of said Northeast 1/4 of the Northeast 1/4 of Section 1, for a distance of 20.00 feet to a line lying 20.00' South of and parallel with aforesaid North line of the Northeast 1/4 of the Northeast 1/4 of Section 1; thence S89°32'59"W along said parallel line, for a distance of 20.00 feet to the Northeast corner of Parcel 106, as described in Official Records Book 8151, Page 1630, of the Public Records of Orange County, Florida; thence continue S89°32'59"W along the North line of said Parcel 106 for a distance of 567.52 feet to the POINT OF BEGINNING; thence continue S89°32'59"W along said North line, 672.85 feet to the Northwest corner of said Parcel 106; thence S00°13'06"W along the West line of said Parcel 106 for a distance of 411.07 feet to a non-tangent curve concave Southeasterly having a radius of 785.00 feet and a chord bearing of N53°45'18"E; thence departing said West line, run Northeasterly along the arc of said curve through a central angle of 43°44'00" for a distance of 599.18 feet to the point of tangency; thence N75°37'18"E, 214.23 feet; thence N15°08'17"W, 18.06 feet to the POINT OF BEGINNING.

Containing 2.287 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey. This sketch of description is based on Orlando-Orange County Expressway Authority Right of Way Map of State Road No. 429 (Maitland Boulevard Extension) Project No. 429-201, prepared by DRMP. The configuration of this Sketch of Description is based on information provided to DWMA by Dewberry.
- Not valid without the original signature and seal of a Florida licensed surveyor and mapper.
- Bearings based on the North line of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 27 East as being N89°33'19"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1990 adjustment as shown on Orlando-Orange County Expressway Authority Right of Way Map of State Road No. 429 (Maitland Boulevard Extension) Project No. 429-201, prepared by DRMP.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART B) CONNECTOR ROAD



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR LINE AND
CURVE TABLES, AND LEGEND
SEE SHEET 3 FOR DESCRIPTION
AND NOTES

Resolution No. 2019-
SR 429, Project 429-201 & 202
Parcel 106 Part B (North Side of Connector Road)

EXHIBIT "B"

REAL ESTATE SALE AND PURCHASE AGREEMENT

PROJECT 429-201
SURPLUS PARCEL NO. 106 PART B
(Connector Road Parcel)

REAL ESTATE AGREEMENT TO SELL AND PURCHASE
THE CONNECTOR ROAD PARCEL

THIS AGREEMENT, made this _____ day of _____ 2019, between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and agency of the State of Florida, with an address of 4974 ORL Tower Road, Orlando, Florida 32807, (“CFX”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 (“City” or “Purchaser”). CFX and City are sometimes collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, CFX is an agency of the State of Florida, created by Section 348.753, Florida Statutes, and is empowered to build and support an expressway system (“Expressway System”) in the Central Florida area, including the authority to acquire real property by donation and to do everything necessary or convenient for the conduct of its business and the general welfare of CFX;

WHEREAS, as part of the Maitland Boulevard Extension Project, CFX acquired Parcel 106 in its entirety by eminent domain in the case styled *Orlando/Orange County Expressway Authority v. B.J.J.S., Inc.*, Case No. 2005-CA-4997-O, Parcel 106, through the deposit made pursuant to the Stipulated Order of Taking and Stipulated Final Judgment entered on August 16, 2005 and recorded as Document #20050572884, which acquisition included all rights of ingress, egress, light, air and view;

WHEREAS, CFX has completed the Maitland Boulevard Extension Project and the Wekiva Parkway Project and the construction of S.R. 429 and Connector Road are complete;

WHEREAS, Parcel 106, Part B has an approximate size of 2.287 acres and is located on Connector Road in Orange County, Florida, as generally depicted on **Exhibit “C”** and more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Connector Road Parcel”);

WHEREAS, the City desires to purchase the Connector Road Parcel in order to implement its Western Gateway Transportation Master Plan Improvements and intends to use the Connector Road Parcel for public right of way purposes and other related public purposes;

WHEREAS, as consideration, the City will pay to CFX the fair market value of the Connector Road Parcel, and assume the maintenance responsibilities for Connector Road among other things;

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

WHEREAS, as a condition precedent to the effective date of this Agreement, CFX must determine that the Connector Road Parcel is non-essential for present or future construction, operation or maintenance of the Expressway System and can be declared as surplus property, subject to certain reservations and conditions, available for sale in accordance with CFX's Policy Regarding the Disposition of Excess Lands as set for in CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Manual"), which determination is subject to confirmation and certification by CFX's general engineering consultant and the adoption of the appropriate resolutions by the CFX Board finding that the sale is in the best interest of the public and CFX; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX and Purchaser hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Agreement to Sell and Purchase the Connector Road Parcel.** Subject to the terms and conditions contained herein, CFX agrees to sell to Purchaser and Purchaser agrees to purchase from CFX the Connector Road Parcel in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.
3. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to CFX for the Connector Road Parcel shall be the appraised value of the Connector Road Parcel which is Two Hundred Ninety-Nine Thousand Dollars (\$299,000.00). The Purchase Price shall be paid by Purchaser to CFX at closing by cashier's check or by wire transfer of funds, subject to appropriate credits, adjustments and prorations as hereinbelow provided.
4. **Title.** Purchaser has the right to order a title report at Purchaser's expense. Purchaser may order an ALTA owner's title commitment (the "Commitment") at its option and expense. If obtained, Purchaser shall provide a copy to CFX. It is expressly acknowledged and agreed that the limited access lines along the Connector Road Parcel will be released by CFX after CFX's limited access rights, including all rights of ingress, egress, light, air and view between CFX's Expressway System (State Road 429 and appurtenances), are established along the southern side of Connector Road.
5. **Survey.** Purchaser, at Purchaser's expense, may obtain a survey of the Connector Road Parcel (the "Survey") within twenty (20) days after the Approval Date. If obtained, Purchaser shall provide a copy of the Survey to CFX.
6. **Inspections; Condition of the Connector Road Parcel.**
 - a. Purchaser shall have fifteen (15) days after the Approval Date (the "Inspection Period"), to determine, in Purchaser's sole and absolute discretion, that the Connector Road Parcel is suitable and satisfactory for Purchaser's intended use. During the Inspection

Period, Purchaser and/or its representatives shall have the right to enter upon the Connector Road Parcel for the purposes of making soil tests, site studies and surveys; provided, however, such entry shall be coordinated with CFX and shall not unreasonably damage the Connector Road Parcel or interfere with CFX's or any third party's use or occupancy of the Connector Road Parcel. Purchaser shall repair any damage occurring as a result of such activities and restore the Connector Road Parcel to substantially the condition it was in immediately prior to Purchaser's entry thereon. All such entries onto the Connector Road Parcel shall be at the sole risk and expense of Purchaser and CFX shall have no liability for any injuries or damages sustained by Purchaser or any of Purchaser's agents or contractors or any other third parties. Purchaser agrees to indemnify and hold CFX harmless from any and all loss, claim, action, demand or liability which may arise against CFX or the Connector Road Parcel arising out directly or indirectly out of Purchaser's exercise of its rights pursuant to this Paragraph 6(a), including any damage to the Connector Road Parcel. The foregoing indemnities shall survive the expiration or termination of this Agreement. If Purchaser elects to not proceed with the purchase of the Connector Road Parcel, Purchaser shall notify CFX in writing within the Inspection Period that Purchaser elects to cancel this Agreement (the "Cancellation Notice") and this Agreement shall automatically terminate and be null and void, and neither party hereto shall have any further liability or obligation hereunder, except those expressly surviving the termination or expiration of this Agreement. In the event Purchaser shall fail to provide CFX with the Cancellation Notice within the Inspection Period, Purchaser shall be deemed to have waived Purchaser's right to cancel this Agreement.

Purchaser acknowledges and agrees that CFX is affording Purchaser full and complete access to the Connector Road Parcel for the purpose of making any and all tests, inspections, or evaluations thereof as desired by Purchaser, including, but not limited to any environmental assessments or audits deemed advisable by Purchaser, and that Purchaser has inspected the Connector Road Parcel to the extent desired by Purchaser. Purchaser expressly acknowledges and agrees that the Connector Road Parcel and the premises are to be conveyed by CFX, and accepted by Purchaser in "AS IS" and "WHERE IS" condition, and that neither CFX, nor any officer, director, bondholder, employee, agent, representative, or other person or entity whatsoever, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the Connector Road Parcel or the premises, or about or concerning the physical condition thereof or for any use or purpose, or any similar matter. Purchaser covenants and agrees that the acceptance by Purchaser of the Connector Road Parcel in "AS IS" and "WHERE IS" condition, and without any representation or warranty of any kind or nature whatsoever was and is a material part of the consideration bargained for by CFX, and that Purchaser's agreements in such regard were and are a material inducement for CFX to enter into and perform this Agreement. Purchaser hereby covenants and agrees that Purchaser does and shall assume any and all risks concerning the Connector Road Parcel, and the physical condition and characteristics thereof, and any defects or problems concerning the Connector Road Parcel, whether patent or latent, known or unknown. (Manual, § 5-6.09)

b. In the event Purchaser does not close on the purchase of the Connector Road Parcel, within seven (7) days after the termination of this Agreement, Purchaser shall deliver to CFX copies of all tests, reports, surveys, environmental audits and other audits relating to the Connector Road Parcel which have been prepared by, on behalf of, or for Purchaser.

7. **Conditions Precedent.** The effective date of this Agreement shall be the date the last of the following has occurred, each of which is a condition precedent:

- a. Approval by the City and execution by its Mayor or another duly authorized official; and
- b. Approval by the CFX Board and execution by its Executive Director or another duly authorized CFX official; and
- c. CFX's receipt of a certificate from its Consulting Engineer (as such term is defined in CFX's Amended and Restated Master Bond Resolution adopted by CFX's governing Board on February 3, 2003, as supplemented and amended from time to time, (the "Master Bond Resolution") stating, in the opinion of such Consulting Engineer, that the sale of the Surplus Properties as provided herein will not impede or restrict the operation by CFX of the Expressway System, as is required by Section 5.4 of the Master Bond Resolution and is non-essential for present or future construction, operation or maintenance of the Expressway System; and
- d. The CFX Board approves a Resolution declaring the Connector Road Parcel to be surplus property available for sale; and
- e. The CFX Board approves a Resolution authorizing the sale of the Connector Road Parcel to Purchaser for public road right of way purposes and other public purposes; and
- f. Purchaser and CFX have entered into a Right-of-Way Transfer and Continuing Maintenance Agreement pertaining to Connector Road, Connector Road has been transferred to City, and a limited-access line in favor of CFX has been established along the south side of Connector Road.

8. **Closing Date and Closing Procedures and Requirements.**

a. **Closing Date.** The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall take place within thirty (30) days after the Effective Date on a date and time specified by CFX (the "Closing Date") upon not less than five (5) days' written notice to Purchaser. Closing shall be held at the offices of CFX or at such other place as Purchaser and CFX shall agree. Notwithstanding the foregoing, closing may be by mail and/or overnight courier.

b. **Conveyance of Title to the Connector Road Parcel.** At the Closing, CFX shall execute and deliver to Purchaser the Quit Claim Deed in the substantial form and content as the Quit Claim Deed attached hereto as **Exhibit "B"** incorporated herein by reference.

c. **Reverter.** The parties agree that if Purchaser no longer uses the Connector Road Parcel for public right-of-way purposes or related public purposes, then all right, title, and

interest to Connector Road Parcel shall automatically revert back to CFX at CFX's option and at no cost to CFX.

d. Delivery of Possession; Risk of Loss. Purchaser shall be given possession of the Connector Road Parcel on the Closing Date. All risk of loss prior to closing shall be borne by CFX, except to the extent of Purchaser's liability for damage to the Connector Road Parcel caused by Purchaser, its employees, agents or contractors, which shall be borne by Purchaser.

e. Closing Costs; Prorations. CFX shall prepare and pay for the cost of preparation of the Quit Claim Deed. Purchaser shall record the Deed and pay all costs of the recording of the Deed (including documentary stamp taxes, if any); the cost of preparation of the survey and other costs of Purchaser's due diligence of the Connector Road Parcel; all costs, if any, related to Purchaser's financing of the property (including all costs related to any note and mortgage obtained by Purchaser, any lender charges or fees, documentary stamps, intangible taxes and recording fees); cost of CFX's appraisal and review appraisal, and the premium for the title policy to be issued at closing, if any. The Parties shall each pay their own attorney's fees. Real property taxes and assessments on the Connector Road Parcel, 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 and such other documents as are necessary to complete the transaction. CFX shall sign an affidavit that CFX 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 CFX's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that CFX is exempt from withholding tax on the Purchase Price under FIRPTA).

9. Failure of Performance.

a. On the part of CFX: In the event of a default by CFX under this Agreement, then as Purchaser's sole remedy hereunder, Purchaser may recover a refund of its initial deposit, if any. Purchaser expressly waives any and all other remedies, legal or equitable, including any action for damages.

b. On the part of Purchaser: In the event of a default by Purchaser under this Agreement, then CFX shall have the right to immediately claim the initial deposit, if any, and the initial deposit shall be deemed nonrefundable.

10. No Recording. 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 by Purchaser shall, at the option of CFX, immediately constitute a material breach and default by Purchaser hereunder, and grounds for termination of the Agreement by CFX. Nevertheless, this Agreement will be included in the official records of CFX as a public record.

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

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

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

Purchaser: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: Mayor
Telephone: (407) 703-1601

With a copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney
Telephone: (407) 703-1658

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

12. **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 Purchaser and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement

may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Purchaser 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. Purchaser 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.

13. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

14. **Waiver of Jury Trial.** PURCHASER AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

15. **Approval Date.** It is specifically acknowledged and agreed that this Agreement is subject to final approval by CFX's Right of Way Committee and CFX's Board and, if applicable, the Appraisal and a review appraiser's certification certifying the proposed sale price as reasonable. The date of CFX's Board's final approval of this Agreement, shall be deemed the "Approval Date". If this Agreement is not approved by CFX's Board, the Agreement shall be terminated and the Parties shall have no further obligations or liabilities hereunder except those expressly surviving termination of this Agreement.

16. **Brokerage.** Purchaser and CFX hereby represent and warrant each to the other that said warranting party has not engaged or dealt with any agent, broker, or finder in regard to this Agreement.

17. **Radon Gas Notification.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your public health unit.

18. **Release of CFX.** By execution of this Agreement, Purchaser acknowledges and agrees that upon the recording of the Quit Claim Deed by Purchaser, Purchaser remises, releases, acquits, satisfies, and forever discharges CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or

in equity, which Purchaser ever had, then have, or which any personal representative, successor, heir or assign of Purchaser, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with CFX's conveyance of the Connector Road Parcel to Purchaser, including, without limitation, any claims for air, light and view between any abutting property and CFX's property. (Manual § 5-7.05)

19. **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 Connector Road Parcel.

20. **Inspector General.** Purchaser 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. Purchaser agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year above written.

CITY OF APOPKA, FLORIDA

By: City Commission

BY: 
MAYOR

Date: 10-17-19

ATTEST: 
City Clerk

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____
CHAIRMAN JAY MADARA

Date: _____

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

**APPROVED AS TO FORM FOR
RELIANCE BY CFX ONLY**

By: _____
General Counsel

Exhibits

- Exhibit "A." Legal Description of the Connector Road Parcel
- Exhibit "B." Quit Claim Deed from CFX to Purchaser for the Connector Road Parcel
- Exhibit "C." Aerial of the Connector Road Parcel

EXHIBIT "A"
LEGAL DESCRIPTION OF THE CONNECTOR ROAD PARCEL
(PROJECT 429-201, PARCEL 106, PART B)

DATE: 2/20/09
DRAWN BY: JZE
CHECKED BY: JZE
JOB NO: 19030
SCALE: 1"=300'
SHEET: 1 OF 1
PROJECT: STATE ROAD 428 - PARCEL 108 (PART B) CONNECTION ROAD
CITY OF APOPKA
DONALD W. MINTOSH ASSOCIATES, INC.
PLANNERS
ENGINEERS
SURVEYORS
1200 PARK AVENUE NORTH, WHITE PARK, FLORIDA 32788 (407) 444-4000
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ESTATE: FEE SIMPLE
PROJECT: SURPLUS PROPERTY
STATE ROAD 428
PROJECT: 428-201
PURPOSE: SURPLUS PROPERTY
PARCEL NO. 108 PART B



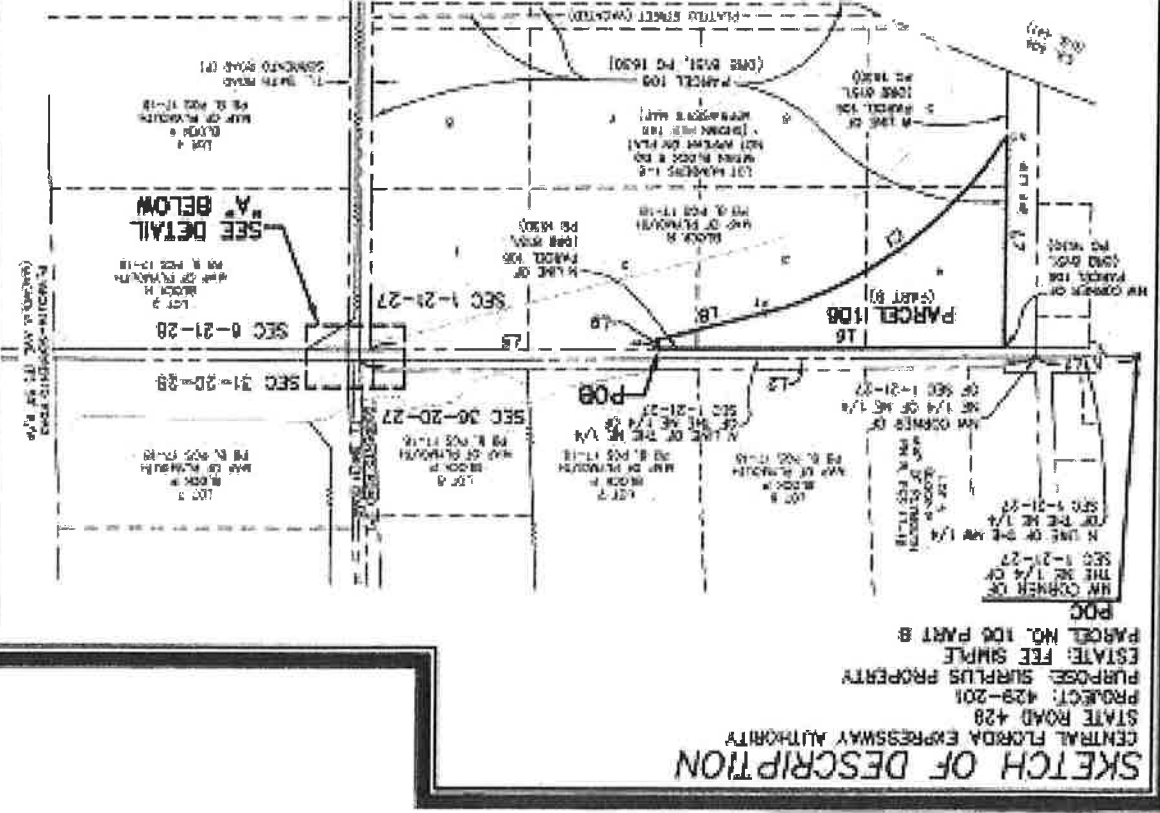
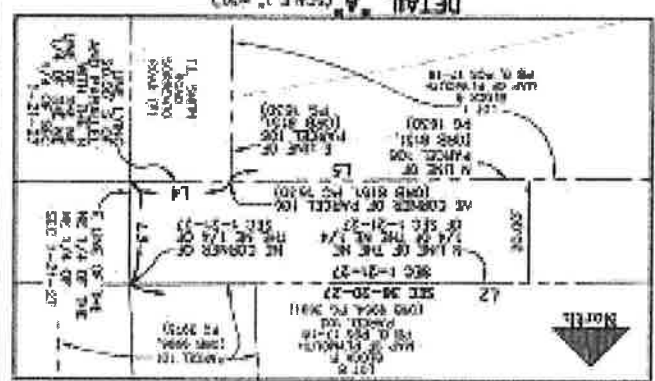
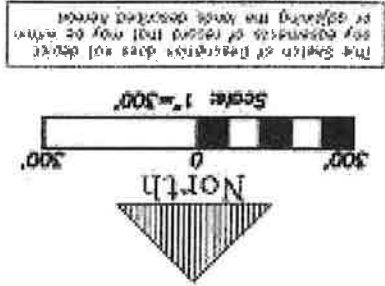
STATE ROAD 428 - PARCEL 108 (PART B) CONNECTION ROAD

CITY OF APOPKA

PREPARED FOR:

REVISIONS	DATE	BY	DESCRIPTION
09/28/08	MIS		REVISED SKETCH AND LEGAL DESCRIPTION
09/28/08	MIS		REVISED SKETCH AND LEGAL DESCRIPTION

SEE SHEET 1 FOR SKETCH AND LEGEND
SEE SHEET 2 FOR LINE AND CURVE TABLES
SEE SHEET 3 FOR DESCRIPTION AND NOTES



SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT: 429-201
 PURPOSE: SURPLUS PROPERTY
 ESTATE: FEE SIMPLE
 PARCEL NO. 106 PART B

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°33'19"E	1320.40'
L2	N89°32'59"E	1320.36'
L3	S00°09'29"W	20.00'
L4	S89°32'59"W	20.00'
L5	S89°32'59"W	567.52'
L6	S89°32'59"W	872.85'
L7	S00°13'06"W	411.07'
L8	N75°37'18"E	214.23'
L9	N15°08'17"W	18.06'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	785.00'	43°44'00"	599.18'	584.74'	N53°45'18"E

LEGEND

- LIMITED ACCESS RIGHT-OF-WAY
- SEC 1-21-27 SECTION-TOWNSHIP-RANGE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- R/W RIGHT-OF-WAY
- DRB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG PAGE
- PGS PAGES
- (P) PER PLAT
- NLY NORTHERLY
- S'LY SOUTHERLY
- S.R. STATE ROAD
- U.S. UNITED STATES

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART B) CONNECTOR ROAD



DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB88

DRAWN BY: <u>DMW</u>	CHECKED BY: <u>RJS</u>	JOB NO. <u>19020</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

SEE SHEET 1 FOR SKETCH
 SEE SHEET 2 FOR LINE AND
 CURVE TABLES, AND LEGEND
 SEE SHEET 3 FOR DESCRIPTION
 AND NOTES

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 STATE ROAD 429
 PROJECT: 429-201
 PURPOSE: SURPLUS PROPERTY
 ESTATE: FEE SIMPLE
 PARCEL NO. 106 PART B

DESCRIPTION:

That part of Section 1, Township 21 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 21 South, Range 27 East; thence N89°33'19"E along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 1, for a distance of 1320.40 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 1; thence N89°32'59"E along the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 1, for a distance of 1320.36 feet to the Northeast corner of the Northeast 1/4 of said Section 1; thence S00°09'29"W along the East line of said Northeast 1/4 of the Northeast 1/4 of Section 1, for a distance of 20.00 feet to a line lying 20.00' South of and parallel with aforesaid North line of the Northeast 1/4 of the Northeast 1/4 of Section 1; thence S89°32'59"W along said parallel line, for a distance of 20.00 feet to the Northeast corner of Parcel 106, as described in Official Records Book 8151, Page 1630, of the Public Records of Orange County, Florida; thence continue S89°32'59"W along the North line of said Parcel 106 for a distance of 167.52 feet to the POINT OF BEGINNING; thence continue S89°32'59"W along said North line, 672.85 feet to the Northwest corner of said Parcel 106; thence S00°13'06"W along the West line of said Parcel 106 for a distance of 411.07 feet to a non-tangent curve concave Southeasterly having a radius of 785.00 feet and a chord bearing of N53°45'18"E; thence departing said West line, run Northeasterly along the arc of said curve through a central angle of 43°44'00" for a distance of 599.18 feet to the point of tangency; thence N75°37'18"E, 214.23 feet; thence N15°08'17"W, 38.06 feet to the POINT OF BEGINNING.

Containing 2.287 acres more or less being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey. This sketch of description is based on Orlando-Orange County Expressway Authority Right of Way Map of State Road No. 429 (Maitland Boulevard Extension) Project No. 429-201, prepared by DRMP. The configuration of this Sketch of Description is based on information provided to DWMA by Denberry.
- Not valid without the original signature and seal of a Florida licensed surveyor and mapper.
- Bearings based on the North line of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 27 East as being N89°33'19"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 1990 adjustment as shown on Orlando-Orange County Expressway Authority Right of Way Map of State Road No. 429 (Maitland Boulevard Extension) Project No. 429-201, prepared by DRMP.
- Lands shown herein were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.

PREPARED FOR:

CITY OF APOPKA

STATE ROAD 429 - PARCEL 106 (PART B) CONNECTOR ROAD



DONALD W. MCINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LBES

SEE SHEET 1 FOR SKETCH
 SEE SHEET 2 FOR LINE AND
 CURVE TABLES, AND LEGEND
 SEE SHEET 3 FOR DESCRIPTION
 AND NOTES

DRAWN BY: <u>GMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>19020</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>7/2019</u>	DATE: <u>7/2019</u>			OF <u>3</u>

EXHIBIT "B"
QUIT CLAIM DEED FROM CFX TO PURCHASER FOR
THE CONNECTOR ROAD PARCEL

Return to:

CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney

Reserved for Recording

Project 429-201, Connector Road Parcel 106, Part B
(Adjacent to Connector Road)

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and executed on the ____ day of _____, 2019, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and CITY OF APOPKA, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 (“GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, hereinafter “the Property,” to-wit:

SEE ATTACHED EXHIBIT “A”

Property Appraiser’s Parcel Identification Number: Not Assigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, for the proper use, benefit, and behoove of the GRANTEE forever.

Project 429-201, Parcel 106, Part B

SUBJECT TO the covenants, conditions and restrictions which are set forth below:

- a) GRANTEE has no rights of ingress, egress, or access to S.R. 429 from the Property, nor does GRANTEE have any rights of light, air or view from S.R. 429.
- b) GRANTEE expressly agrees for itself and its successors and assigns, to refrain from any use of the Property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.
- c) GRANTEE acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes. GRANTEE expressly agrees for itself, its successors and assigns that if GRANTEE no longer uses the Property for public right-of-way or other related public purposes, then GRANTOR has a right of first refusal to all right, title, and interest to the Property at no cost. GRANTEE grants, transfers, and delivers to GRANTOR a right of first refusal to acquire all right, title, and interest to the Property at no cost to GRANTOR. GRANTEE shall give GRANTOR at least 180 days written notice of the occurrence of events that give rise to GRANTOR's right of first refusal. GRANTEE shall give GRANTOR an additional 180 days to exercise its right of first refusal upon request.

GRANTEE acknowledges and agrees that as of the date of the acceptance of this deed, GRANTEE hereby remises, releases, acquits, satisfies, and forever discharges GRANTOR, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which GRANTEE ever had, then have, or which any personal representative, successor, heir or assign of GRANTEE, thereafter can, shall or may have, against GRANTOR, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with the Property or GRANTOR's conveyance of the Property, both before and after the date of this instrument.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

[SIGNATURES TO FOLLOW]

Project 429-201, Parcel 106, Part B

Signed and sealed in the presence of:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

First Witness:

Signature

BY: _____
CHAIRMAN JAY MADARA

Print Name

Date: _____

Second Witness:

Signature

Print Name

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

**APPROVED AS TO FORM FOR
RELIANCE BY CFX ONLY**

By: _____
General Counsel

STATUTORY SHORT FORM OF ACKNOWLEDGMENT PER § 695.25, FLA. STAT.

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
201____, by _____, as Chairman of the Central Florida Expressway
Authority, on behalf of the Central Florida Expressway Authority, who is personally known to me
OR produced _____ as identification.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

EXHIBIT "C"
AERIAL OF THE CONNECTOR ROAD PARCEL




**CONSENT AGENDA ITEM
#18**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 23, 2019

RE: City of Apopka's Request to Purchase Southfork Drive for Road Right-of-Way and Property Needed to Implement its Western Gateway Transportation Master Plan Improvements Resolution, Contract No. 001621

PROJECT: 429-201 & 429-202

PARCEL: CFX's Fractional Interest in Southfork Drive

INTRODUCTION

The City of Apopka ("Apopka") has made an application to Central Florida Expressway Authority ("CFX") to purchase CFX's fractional interest in Southfork Drive ("the Parcel") to be used for public road right-of-way purposes. In exchange for the real property interest, Apopka would compensate CFX for the appraised value of the Parcel and, as further consideration, Apopka would assume the ongoing maintenance responsibilities for Connector Road. Apopka's request is attached hereto as **Exhibit "A"** and includes a description of Apopka's Western Gateway Transportation Master Plan Improvements. A map and aerial of Southfork Drive is attached as **Exhibit "B"**.

The CFX Board is tasked with two responsibilities in this proposed request. First, it must evaluate whether the Parcel should be declared surplus property. If deemed to be surplus, the Board should approve a resolution to that effect. Second, if the Parcel is deemed to be surplus property, the Board should evaluate whether to authorize the sale of the Parcel to the City of Apopka and the terms of the sale. This includes review and approval of the Real Estate Sale and Purchase Agreement.

DESCRIPTION OF THE PARCEL

Southfork Drive is an unpaved private road located in Orange County, Florida, beginning in the east at Plymouth Sorrento Road and running west under the overpass of State Road ("SR") 429 also known as the Wekiva Parkway and continuing beyond the western limited access right-of-way line. CFX acquired a one-eighth fractional interest in Southfork Drive as part of the Wekiva Parkway Project, Project Nos. 429-201 and 429-202.

In addition, as part of the Wekiva Parkway project, CFX acquired permanent easements from the other undivided fractional owners of Southfork Drive for a bridge over Southfork Drive and for utilities in the eminent domain case styled, *Central Florida Expressway Authority v. Robert M. Grossenbacher*, Case No. 2014-CA-8617-O, Parcel 800 (Parts A & B), as memorialized in the Orders of Taking and Stipulated Final Judgments.

ANALYSIS

CFX has adopted a Policy Regarding the Disposition of Excess Lands, codified in section 5-6.01, *et. seq.*, of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"). The Policy provides, in part, for the disposal of real property unnecessary or unsuitable for CFX's use. "Excess Property" is defined as "[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff." Where Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such Excess Property to be "Surplus Property" through the adoption of a resolution and direct that the Surplus Property be sold. Further, the Policy allows CFX to waive any procedure for the disposition of surplus property upon a recommendation of the Right of Way Committee and Executive Director, where deemed to be in the best interest of CFX and the public. Policy, §§ 5-1.01 & 5-6.04.

CFX staff and its General Engineering Consultant have examined the Parcel and have determined that the Parcel is not needed to support existing Expressway Facilities provided that an easement is reserved over the Southfork Drive Parcel for the existing SR 429 bridge and for maintenance and access purposes. Thus, CFX's General Engineering Consultant will certify that the Parcel will not be needed for the present or future construction, operation or maintenance of the Expressway Facility and that the disposition of the Parcel, subject to the reservation of an easement, would not impede or restrict the Expressway System. As a result, the Parcel can be declared Surplus Property by the CFX Board through the adoption of a resolution.

Apopka, through correspondence dated April 12, 2019 from Mayor Bryan Nelson, has stated that it is seeking to develop and implement the City's Transportation Master Plan for the area in which the property is located. In order to construct and maintain that road network, the City must "gain ownership of certain properties owned by CFX" including CFX's fractional interest in Southfork Drive. The letter also provides that Apopka is "willing to pay fair market value as determined by an appraisal obtained by CFX" as well as other associated costs with the sale of the Parcel to Apopka.

Richard MacMillan, MAI, of the Appraisal Group of Central Florida, Inc., was retained to appraise CFX's undivided one-eighth fractional interest in the Southfork Drive Parcel. He valued CFX's fractional interest in the 1.969-acre Southfork Drive Parcel at Forty-One Thousand Six Hundred Dollars (\$41,600). David K. Hall, ASA, State Certified General Real Estate Appraisal, of Bullard, Hall & Adams, Inc., reviewed the appraisal report and submitted an Appraisal Review Report confirming that the report met the requirements of the Uniform Standards of Professional Appraisal Practice ("USPAP").

Based upon Apopka's intended use for public road right of way purposes, the payment of fair market value, and the additional consideration related to the maintenance of Connector Road, it is recommended that the Board find the sale of the Southfork Drive Parcel to be in the best interest of CFX and the public and that the Southfork Drive Parcel be sold to the City of Apopka for public road right of way purposes as set forth in the Resolution.

A Real Estate Agreement to Sell and Purchase the Southfork Drive Parcel ("Agreement") is attached to the Resolution Authorizing the Sale of the Surplus Property to Apopka. The City of Apopka has already approved the Agreement.

REQUEST

We request Board approval of the following:

- (1) Resolution Declaring CFX's Interest in the Southfork Drive Parcel as Surplus Property;
and
- (2) Resolution Authorizing the Sale of CFX's Interest in Southfork Drive to the City of Apopka for Public Road Right of Way Purposes for Fair Market Value Plus Associated Costs and Real Estate Agreement to Sell and Purchase the Southfork Drive Parcel.

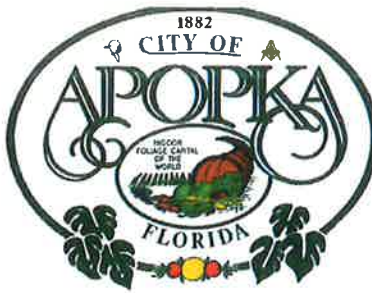
The Right of Way Committee recommended approval on October 23, 2019.

Reviewed by: _____



EXHIBITS

- A. Letter from Bryan Nelson, Mayor, City of Apopka, dated April 12, 2019, with the West Apopka Gateway Area Draft Transportation Master Plan and supporting Resolution
- B. Map and Aerial
- C. Draft Certificate from CFX's General Engineering Consultant
- D. Resolution Declaring the Southfork Drive Parcel as Surplus Property
- E. Resolution Authorizing the Sale of CFX's Interest in Southfork Drive to the City of Apopka for Public Road Right of Way Purposes



120 E. Main St. · APOPKA, FLORIDA 32703-5346
PHONE (407) 703-1700

April 12, 2019

Ms. Laura Kelley, Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Road Right-of-Way and Property needed to Implement the City's Western Gateway
Transportation Master Plan Improvements

Dear Ms. Kelley,

The City of Apopka is actively pursuing quality development to locate in its western gateway, defined as the area framed by S.R. 429 on the east, S.R. 429 Connector Road on the south, Hermit Smith Road on the west, and Yothers Road on the north. Key to successful development will be implementation of the City's Transportation Master Plan for this area. This plan includes a well-designed internal roadway network that connects to the roadways that frame the area. See the attached map.

For the roadway network to be constructed, the City needs to gain ownership of certain properties owned by CFX. Without these properties, the opportunities to make a useful connected roadway network that is attractive to developers are remote.

The Apopka City Council understands the benefits a well-planned and designed roadway network brings to the City and at its meeting on March 20, 2019, adopted Resolution No. 2019-08 which supports collaborating with the City's partners to acquire properties and right-of-way necessary for construction of a roadway network in the City's western gateway area. This Resolution (attached to this letter) demonstrates the City's commitment to attracting quality development to this area and the need for a roadway network that supports development.

Vital to the Transportation Master Plan roadway network is the ability to connect S.R. 429 Connector Road to Fudge Road. The connection needs to be located around the mid-point between U.S. 441 and S.R. 429 Connector Road western signal to meet spacing requirements for safe operation. Equally important is constructing Southfork Drive to City standards and making it a public road. The Transportation Master Plan includes Southfork Drive as a centrally located east-west road connecting Plymouth Sorrento Road and Hermit Smith Road.

Connecting S.R. 429 Connector Road to Fudge Road

To implement the Transportation Master Plan, the City must acquire a portion of a parcel (I.D. No. 33-20-28-0000-00-063) located on the north side of S.R. 429 Connector Road. This property, currently

Mayor: BRYAN NELSON Commissioners: ALEXANDER SMITH ALICE NOLAN DOUG BANKSON KYLE BECKER

EXHIBIT "A"

owned by CFX, is essential to construct a connection between S.R. 429 Connector Road and Fudge Road and also for stormwater ponds for the new roads in the Transportation Master Plan. This connection is key to the success of the roadway network. In addition, this property is a central focal point of the western gateway area to the City. It will be seen by all coming to and leaving the City from the west. The property will be attractively landscaped, complimentary to the landscaping theme used along the Wekiva Parkway. The ponds will be designed in a curvilinear fashion and contain a water feature that matches others in the City. The City also wishes to locate a decorative marquee style sign somewhere along S.R. 429 Connector Road that can be viewed from both S.R. 429 and U.S. 441.

Construction of Southfork Drive

Southfork Drive, critical to the Transportation Master Plan and overall successful traffic circulation in the western gateway area, is a private dirt road, currently held in a tenant in common ownership by CFX and others. The City is set to take ownership of the majority of Southfork Drive but needs CFX's one-eighth portion to attain 100% ownership. Once the City has full ownership, the currently private road will be brought up to City standards and become a public road.

Benefits of the City's Proposal

The City understands that CFX must be financially compensated for these properties and is willing to pay fair market value as determined by an appraisal obtained by CFX. The City will pay for the appraisal and also for any other necessary documentation normally included in a property sale from CFX. Any easements required by CFX to maintain S.R. 429 will be granted. The properties will only be used for public purposes and not resold or given to the private sector for private development.

Additionally, the City is willing to receive S.R. 429 Connector Road through a jurisdictional transfer from CFX. The City will take over all responsibilities for roadway maintenance of S.R. 429 Connector Road from U.S. 441 to Plymouth Sorrento Road. This includes, but is not limited to: repair of potholes; resurfacing; curb repair; repair and cleaning of culverts, pipe systems, stormwater drainage inlets, and ditch systems contiguous to and carrying roadway stormwater runoff; painting of pavement markings; issuance of driveway permits; issuance of underground utility and right of way utilization; sweeping of the road surface; mowing of all areas within the right of way and on the adjoining remnant parcel north of S.R. 429 Connector Road; and clearing or removing debris from the road. Additionally, the City will assume maintenance responsibilities for the traffic signal at S.R. 429 Connector Road and Plymouth Sorrento Road and the ramp signals at S.R. 429 Connector Road and S.R. 429. CFX will retain the air rights over S.R. 429 Connector Road. Easements needed by CFX to access, maintain or improve S.R. 429 will be granted.

It is not just the City that will benefit, CFX will benefit from an agreement that transfers ownership of these properties and right-of-way to the City. CFX will recoup fees expended for the purchase of the right-of-way for S.R. 429 related to these properties. The City is willing to pay fair market value for the properties that cannot be handled through a jurisdictional transfer.

Moreover, CFX will be relieved of responsibilities and any liability that comes with being a one-eighth tenant in common owner of Southfork Drive. CFX's one-eighth ownership of Southfork Drive is not a piece that can be carved out and used in a stand-alone way. The City of Apopka is able to secure ownership of the other seven-eighths and wants to build a road. Under this scenario, CFX will be paid for the property that will be used for a public road and remain in the public domain.

Page 3

Ms. Laura Kelley, Executive Director

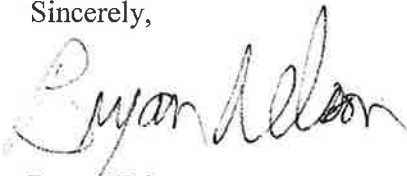
April 12, 2019

CFX will be paid fair market value for the 5 +/- acre parcel on the north side of S.R. 429. Selling to the City transfers all maintenance responsibilities to the City. Based on fees established in the City's current Mowing Services Contract, the cost to maintain this one small parcel will be approximately \$500.00 per month, making the sale of this property a \$6,000.00 per year savings to CFX.

CFX and the City of Apopka have entered into many successful maintenance agreements and jurisdictional transfers in the past as a result of the construction of S.R. 429, the Wekiva Parkway, and the three interchanges that are located within the City. All have brought benefit to both parties. We see this request as the next opportunity for CFX and the City to continue our collaborative relationship. This is a winning opportunity for both CFX and the City and we respectfully ask for your consideration of our request.

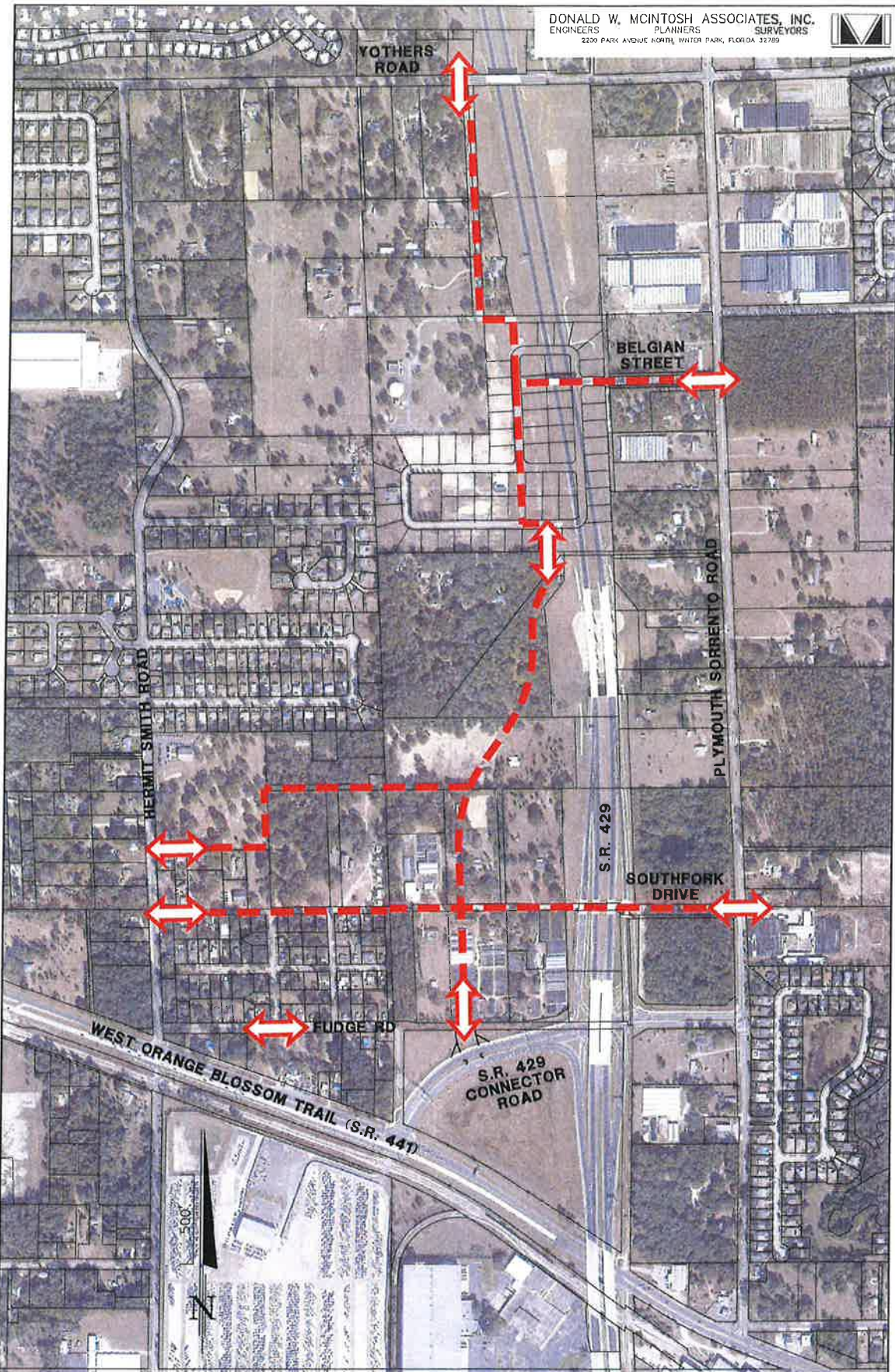
The City of Apopka stands ready to move forward with this project and willing to discuss the terms of an agreement that will enable CFX to convey or sell the property and road right-of-way discussed herein. Please contact me at your earliest convenience to discuss next steps.

Sincerely,

A handwritten signature in black ink that reads "Bryan Nelson". The signature is written in a cursive style with a large initial "B".

Bryan Nelson
Mayor, City of Apopka

cc: Linda Lanosa, Esq.
Glenn Pressimone, P.E.
Edward Bass



**WEST APOPKA GATEWAY AREA
DRAFT TRANSPORTATION MASTER PLAN**

Map prepared by: [unreadable] on [unreadable] at [unreadable]

RESOLUTION NO. 2019-08

A RESOLUTION OF THE COUNCIL OF THE CITY OF APOPKA, FLORIDA, SUPPORTING A PLANNED ROADWAY NETWORK FOR THE AREA KNOWN AS THE WESTERN GATEWAY TO THE CITY.

WHEREAS, the City of Apopka is responsible for planning for future land use, roadways, and utilities to serve the residents of the City; and

WHEREAS, the City of Apopka has an opportunity to attract higher quality development that will support job creation and economic development to the City; and

WHEREAS, the western gateway to the City, specifically the property north of U.S. 441, east of Hermit Smith Road, and west of Plymouth Sorrento Road, is a prime location to expect quality development to emerge due to the area's proximity to U.S. 441, Plymouth Sorrento Road and S.R. 429; and

WHEREAS, the City can set this in motion only by working with our public and private sector partners to ensure optimal roadway networks, utilities, and amenities such as enhanced pedestrian trails, are laid out in a thoughtful plan, setting the foundation for smart growth and economic development in the area; and

WHEREAS, the City must also work with our public and private sector partners to acquire needed right-of-way to connect the existing roadway network, utilities and amenities with those that are planned; and

WHEREAS, the City Council determines that the adoption of this resolution is in the best interest of the residents of the City of Apopka.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, as follows:

Section 1. The forgoing recitals are ratified and incorporated herein.

Section 2. The City Council resolves to interact with our public and private partners to ensure the creation and implementation a well thought out plan for development in this area is one that brings economic growth to the City of Apopka and is in the best interest of the City's residents.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 20 DAY OF March, 2019.


Bryan Nelson, Mayor

ATTEST:


Linda F. Goff, City Clerk

10/11/2018 1:04:11 PM W:\COMMENTS\dept of transportation\examiners\SR 429 - Connector Right-of-Way\Map\Digital_Southfork Parcel 800

LEGEND

- SOUTHFORK DR. PARCEL
- CFX TO RETAIN PERMANENT EASEMENT
- CFX PROPOSED PERMANENT EASEMENT
- EXISTING LA R/W
- PROPOSED LA R/W
- PERMANENT EASEMENT LINE

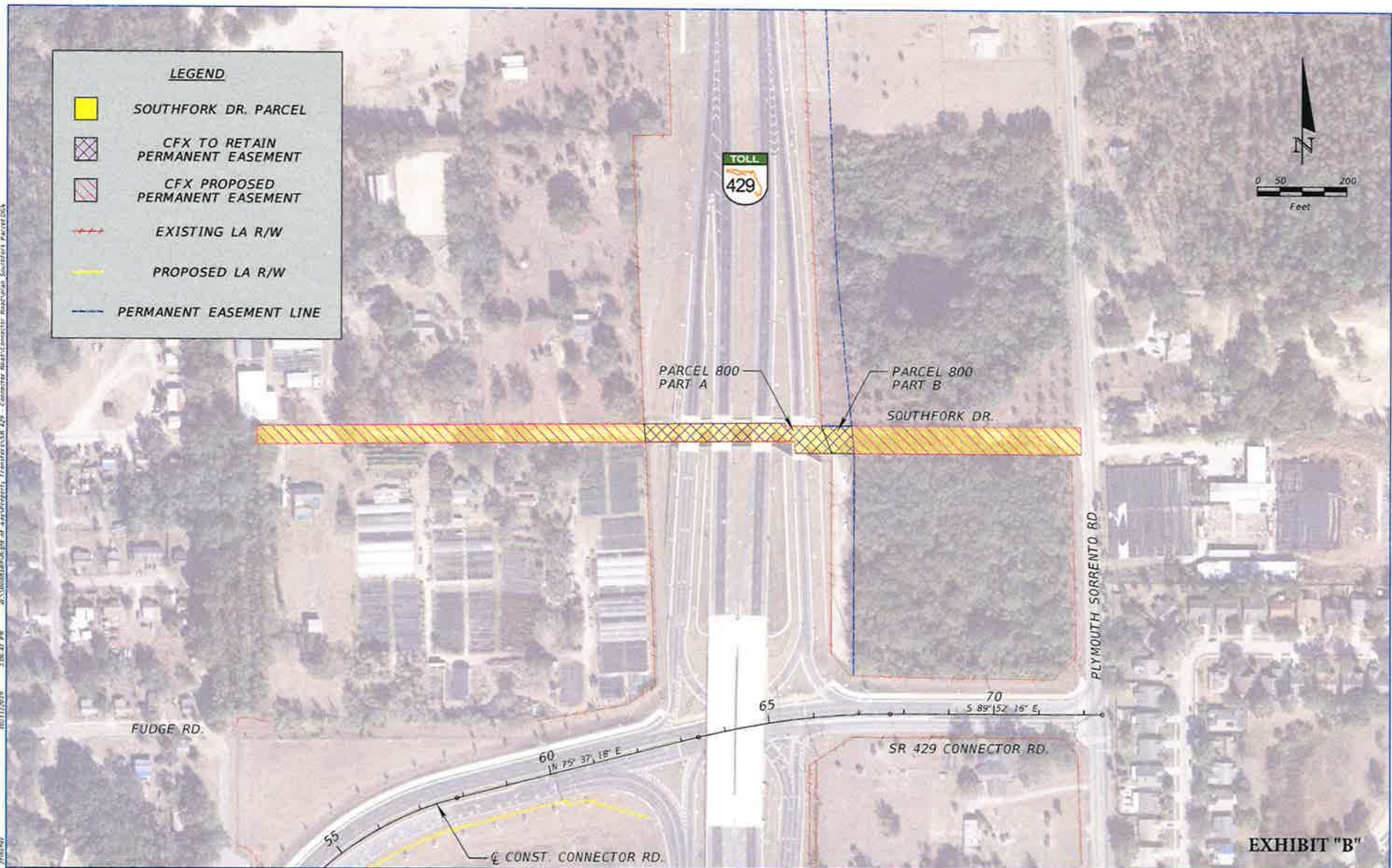


EXHIBIT "B"

REVISIONS		REVISIONS		Wekiva Parkway Right-of-Way	<div style="border: 1px solid black; padding: 2px;"> CENTRAL FLORIDA <small>EXPRESSWAY</small> AUTHORITY </div>	SOUTHFORK DRIVE SALE & EASEMENT EXHIBIT	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION				
				<small>RDALL NO.</small> SR 429	<small>PROJECT NO.</small> 201. 202		



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

October 15, 2019

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

DRAFT

RE: DISPOSITION OF FRACTIONAL INTEREST IN PROPERTY

SR 429, Projects 429-201 & 429-202
CFX's Fractional Interest in Southfork Drive
Reserving Parcel 800 (Parts A & B) and an Access Easement

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcel for Southfork Drive described in Exhibit A attached. In our opinion, we certify that ownership interest of this parcel is no longer essential for the operation of the CFX system provided that the following interests are reserved: (a) the existing easements referred to as Parcel 800 (Parts A and B) and (b) an access easement across the entire area of Southfork Drive. Therefore, a disposition of CFX's fractional interest in Southfork Drive subject to the easements, as described in Exhibit A attached, would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Linda Brehmer Lanosa, Esq. CFX (w/ enc.)

EXHIBIT "C"

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING THE SOUTHFORK DRIVE PARCEL
AS SURPLUS PROPERTY**

WHEREAS, Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway Facility"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX's use; and

WHEREAS, pursuant to the Policy, "Excess Property" is "[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;" and

WHEREAS, pursuant to the Policy, where excess property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such excess property to be "Surplus Property" through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, Southfork Drive is an unpaved private road located in Orange County, Florida, beginning in the east at Plymouth Sorrento Road and running west under the overpass of State Road ("SR") 429 also known as the Wekiva Parkway and continuing beyond the western limited access right-of-way line; and

WHEREAS, CFX acquired a one-eighth fractional interest in Southfork Drive as part of the Wekiva Parkway Project, Project Nos. 429-201 and 429-202 and, additionally, CFX acquired permanent easements from the other undivided fractional owners of Southfork Drive for a bridge over Southfork Drive and for utilities ("Bridge and Utilities Easement") in the eminent domain case styled *Central Florida Expressway Authority v. Robert M. Grossenbacher*, Case No. 2014-CA-8617-O, Parcel 800 (Parts A & B), as memorialized in the Orders of Taking and Stipulated Final Judgments; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the footprint of CFX's fractional interest in Southfork Drive ("Southfork Drive Parcel") and the General Engineering Consultant has certified that the Southfork Drive Parcel will not be needed for the present or future construction, operation or maintenance of the Expressway Facilities,

subject to the reservation of the Bridge and Utilities Easement and an access easement over Southfork Drive; and

WHEREAS, in light of the foregoing circumstances and reservations, CFX's Right of Way Committee has recommended that that the CFX Board adopt a resolution declaring Southfork Drive Parcel to be Surplus Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby finds that the Southfork Drive Parcel, further described in **Exhibit "A"** attached hereto, is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes and is Excess Property, provided that CFX reserves a Bridge and Utilities Easement and an access easement over Southfork Drive.

2. Finding it is in the best interest of CFX and the public to declare the Parcel as Surplus Property, CFX hereby declares Southfork Drive Parcel as Surplus Property available for sale, subject to the reservations of a Bridge and Utilities Easement and an access easement over Southfork Drive.

3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2019.

Jay Madara, Chairman

ATTEST: _____
Regla Lamaute
Board Services Coordinator

Approved as to form and legality

Diego "Woody" Rodriguez
General Counsel

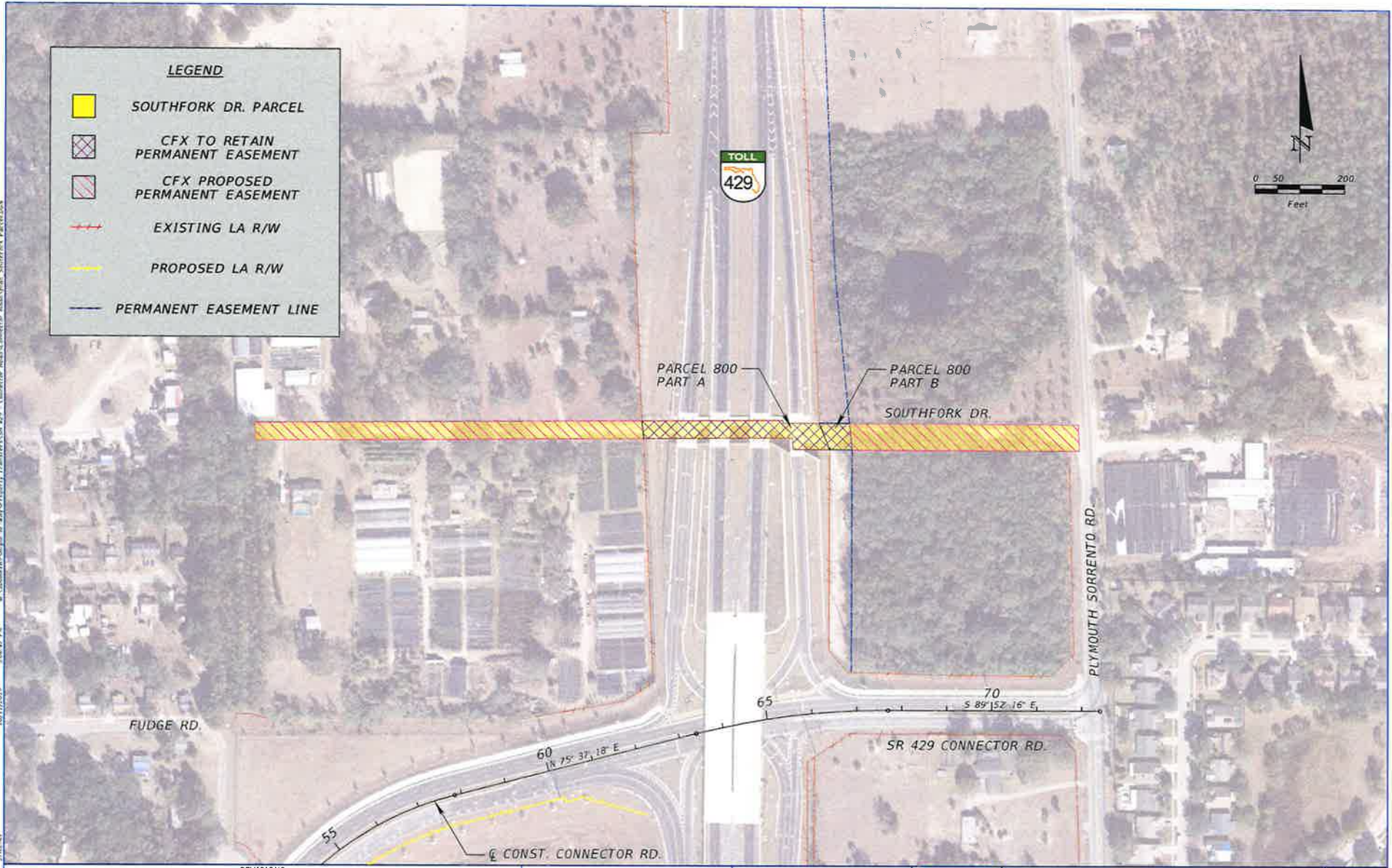
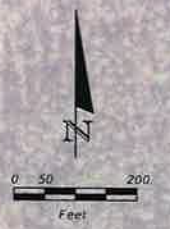
Resolution No. 2019-
SR 429, Project 429-201 & 202
Parcel: CFX's Interest in Southfork Drive

Exhibit "A"

10/11/2019 10:47 AM © 2008 Esri, Inc. All rights reserved. Printed on 100% Recycled Paper. Southfork Parcel 800

LEGEND

- SOUTHFORK DR. PARCEL
- CFX TO RETAIN PERMANENT EASEMENT
- CFX PROPOSED PERMANENT EASEMENT
- EXISTING LA R/W
- PROPOSED LA R/W
- PERMANENT EASEMENT LINE



REVISIONS				Wekiva Parkway Right-of-Way			SOUTHFORK DRIVE SALE & EASEMENT EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	PROJECT NO.			3
				SR 429	201, 202			

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING THE SALE OF CFX'S INTEREST IN
SOUTHFORK DRIVE TO THE CITY OF APOPKA FOR
PUBLIC ROAD RIGHT OF WAY PURPOSES**

WHEREAS, Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway Facility"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX's use; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, Southfork Drive is an unpaved private road located in Orange County, Florida, beginning in the east at Plymouth Sorrento Road and running west under the overpass of State Road ("SR") 429 also known as the Wekiva Parkway and continuing beyond the western limited access right-of-way line as shown in the map and aerial attached as **Exhibit "A,"** and CFX's one-eighth fractional interest in Southfork Drive has be declared to be surplus property ("the Parcel"), provided that CFX reserves a bridge and utilities easement and an access easement over Southfork Drive ("the Easements"); and

WHEREAS, the City of Apopka, a municipal corporation existing under the laws of the State of Florida, has made an application to CFX to purchase the Parcel for public road right of way and to pay CFX the appraised value of Forty-One Thousand Six Hundred Dollars (\$41,600) and, for additional consideration, the City of Apopka has agreed to accept the maintenance responsibilities for Connector Road; and

WHEREAS, CFX's Right of Way Committee has determined that the sale of the Parcel subject to the reservation of Easements in favor of CFX, is in the best interest of CFX and the public; and

WHEREAS, after reviewing the City of Apopka's application, CFX's Right of Way Committee has recommended that the Parcel be sold to the City of Apopka for public road right of way as described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby finds that it is in the interest of both CFX and the public to sell the Parcel, subject to the reservation of Easements, as more particularly described in **Exhibit "A,"** to the City of Apopka for a public road right of way.
2. Accordingly, CFX hereby declares that the Parcel may be sold to the City of Apopka public road right of way via Quit Claim Deed, with the reservation of easements in favor of CFX, for the appraised value of Forty-One Thousand Six Hundred Dollars (\$41,600) plus the additional consideration, in a manner substantially similar to the Real Estate Agreement to Sell and Purchase the Southfork Drive Parcel attached as **Exhibit "B,"** subject to minor changes with the approval of CFX's Chief of Infrastructure, General Engineering Consultant, and General Counsel, or their designees.
3. The CFX Board will not require separate notice to the local government in which the Parcel is located.
4. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2019.

Jay Madara, Chairman

ATTEST: _____
Regla Lamaute
Board Services Coordinator

Approved as to form and legality

Diego "Woody" Rodriguez
General Counsel

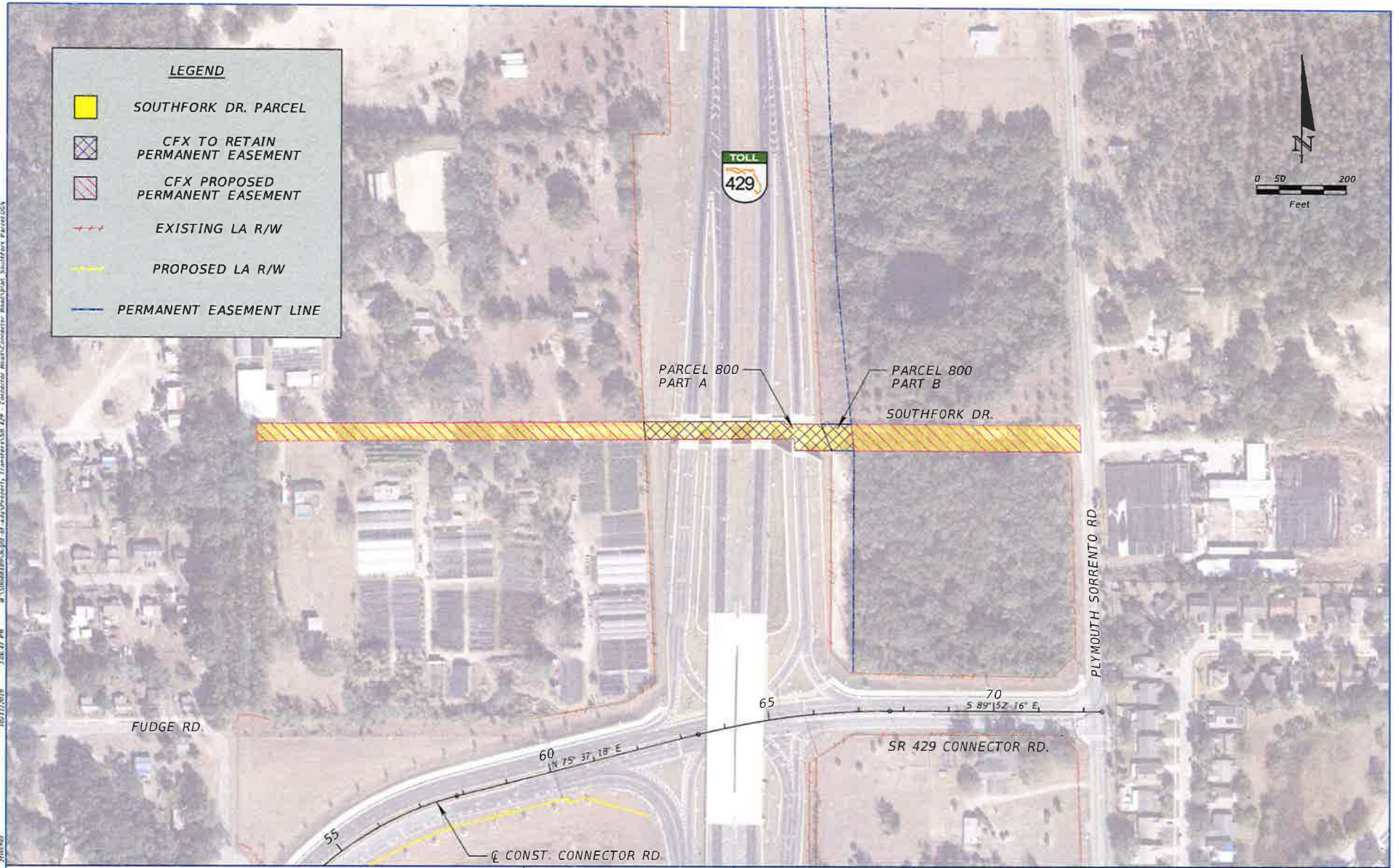
Resolution No. 2019-
SR 429, Project 429-201 & 202
Parcel: CFX's Interest in Southfork Drive

EXHIBIT "A"
DESCRIPTION OF PARCEL

10/11/2016 1:06:42 PM #150084808\right-of-way\project\lpr\sr429 - Connector Multi-Concept - Main\Map\Southfork Parcel003.dwg

LEGEND

- SOUTHFORK DR. PARCEL
- CFX TO RETAIN PERMANENT EASEMENT
- CFX PROPOSED PERMANENT EASEMENT
- EXISTING LA R/W
- PROPOSED LA R/W
- PERMANENT EASEMENT LINE



REVISIONS				Wekiva Parkway Right-of-Way			SOUTHFORK DRIVE SALE & EASEMENT EXHIBIT		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	PROJECT NO.				3
				SR 429	201, 202				

Resolution No. 2019-_____
SR 429, Project 429-201 & 202
Parcel: CFX's Interest in Southfork Drive

EXHIBIT "B"

**REAL ESTATE AGREEMENT TO SELL AND PURCHASE
THE SOUTHFORK DRIVE PARCEL**

PROJECT 429-201 & 429-202
SURPLUS PARCEL: Undivided Fractional
Interest in Southfork Drive

**REAL ESTATE AGREEMENT TO SELL AND PURCHASE
THE SOUTHFORK DRIVE PARCEL**

THIS AGREEMENT, made this _____ day of _____ 2019, between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and agency of the State of Florida, with an address of 4974 ORL Tower Road, Orlando, Florida 32807, (“CFX”) and the **CITY OF APOPKA**, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 (“City” or “Purchaser”). CFX and City are sometimes collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, CFX is an agency of the State of Florida, created by Section 348.753, Florida Statutes, and is empowered to build and support an expressway system (“Expressway System”) in the Central Florida area, including the authority to acquire real property by donation and to do everything necessary or convenient for the conduct of its business and the general welfare of CFX;

WHEREAS, Southfork Drive is an unpaved private road located in Orange County, Florida, beginning in the east at Plymouth Sorrento Road and running west under the overpass of State Road (“SR”) 429 also known as the Wekiva Parkway and continuing beyond the western limited access right-of-way line;

WHEREAS, CFX owns an undivided fractional interest in Southfork Drive by virtue of a Warranty Deed recorded at **O.R. Book 9964, Page 3691**, which included a permanent easement over Southfork Drive, and a Quit Claim Deed recorded at **O.R. Book 10039, Page 3051** from Antoinette C. Valenson;

WHEREAS, as part of the Wekiva Parkway project, CFX acquired permanent easements on and over Southfork Drive for a bridge for SR 429 and for utilities in the eminent domain case styled *Central Florida Expressway Authority v. Robert M. Grossenbacher*, Case No. 2014-CA-8617-O, Parcel 800 (Parts A & B), as memorialized in the Orders of Taking and Stipulated Final Judgments recorded as Document #20140481016, #20160045408 (Grossenbacher), #20160094411 (Smith), #20160101244 (Connelly), #20190142760 (Wilsons), #20190142765 (Jones), #20190266903 (Guy), and other such documents, hereinafter collectively referred to as “CFX’s Parcel 800 Easement”;

WHEREAS, CFX has completed the Wekiva Parkway project;

WHEREAS, the City desires to purchase CFX’s undivided fractional interest in Southfork Drive, hereinafter “the Southfork Drive Parcel”, subject to CFX’s Parcel 800 Easement, in order to implement its Western Gateway Transportation Master Plan Improvements and intends to use the Southfork Drive Parcel for public right-of-way purposes;

WHEREAS, as consideration, the City will pay to CFX the fair market value of CFX's undivided fractional interest in the Southfork Drive Parcel and assume maintenance responsibilities for the Southfork Drive Parcel;

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

WHEREAS, as a condition precedent to the effective date of this Agreement, CFX must determine that the Southfork Drive Parcel is non-essential for present or future construction, operation or maintenance of the Expressway System and can be declared as surplus property, subject to certain reservations and conditions, available for sale in accordance with CFX's Policy Regarding the Disposition of Excess Lands as set for in CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Manual"), which determination is subject to confirmation and certification by CFX's general engineering consultant and the adoption of the appropriate resolutions by the CFX Board finding that the sale is in the best interest of the public and CFX; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX and Purchaser hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Sell and Purchase the Southfork Drive Parcel.** Subject to the terms and conditions contained herein, CFX agrees to sell to Purchaser and Purchaser agrees to purchase from CFX the Southfork Drive Parcel in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

3. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to CFX for the Southfork Drive Parcel shall be the appraised value of the Southfork Drive Parcel which is Forty-One Thousand Six Hundred Dollars (\$41,600.00). The Purchase Price shall be paid by Purchaser to CFX at closing by cashier's check or by wire transfer of funds, subject to appropriate credits, adjustments and prorations as hereinbelow provided.

4. **Title.** Purchaser has the right to order a title report at Purchaser's expense. Purchaser may order an ALTA owner's title commitment (the "Commitment") at its option and expense. If obtained, Purchaser shall provide a copy to CFX. It is expressly acknowledged and agreed that the Quit Claim Deed conveying the Southfork Drive Parcel shall contain a restriction that all rights of ingress, egress, light, air and view between CFX's Expressway System (State Road 429 and appurtenances) and the Southfork Drive Parcel is reserved in CFX and shall not be conveyed by the Quit Claim Deed. The Quit Claim Deed shall expressly state that: "CFX is not conveying or restoring any other abutter's rights including, without limitation, any claims for

ingress, egress, air, light and view between the Surplus Parcels being conveyed, any abutting property, and CFX's property." (Manual, § 5-6.09)

5. **Survey.** Purchaser, at Purchaser's expense, may obtain a survey of the Southfork Drive Parcel (the "Survey") within twenty (20) days after the Approval Date. If obtained, Purchaser shall provide a copy of the Survey to CFX.

6. **Inspections; Condition of the Southfork Drive Parcel.**

a. Purchaser shall have fifteen (15) days after the Approval Date (the "Inspection Period"), to determine, in Purchaser's sole and absolute discretion, that the Southfork Drive Parcel is suitable and satisfactory for Purchaser's intended use. During the Inspection Period, Purchaser and/or its representatives shall have the right to enter upon the Southfork Drive Parcel for the purposes of making soil tests, site studies and surveys; provided, however, such entry shall be coordinated with CFX and shall not unreasonably damage the Southfork Drive Parcel or interfere with CFX's or any third party's use or occupancy of the Southfork Drive Parcel. Purchaser shall repair any damage occurring as a result of such activities and restore the Southfork Drive Parcel to substantially the condition it was in immediately prior to Purchaser's entry thereon. All such entries onto the Southfork Drive Parcel shall be at the sole risk and expense of Purchaser and CFX shall have no liability for any injuries or damages sustained by Purchaser or any of Purchaser's agents or contractors or any other third parties. Purchaser agrees to indemnify and hold CFX harmless from any and all loss, claim, action, demand or liability which may arise against CFX or the Southfork Drive Parcel arising out directly or indirectly out of Purchaser's exercise of its rights pursuant to this Paragraph 6(a), including any damage to the Southfork Drive Parcel. The foregoing indemnities shall survive the expiration or termination of this Agreement. If Purchaser elects to not proceed with the purchase of the Southfork Drive Parcel, Purchaser shall notify CFX in writing within the Inspection Period that Purchaser elects to cancel this Agreement (the "Cancellation Notice") and this Agreement shall automatically terminate and be null and void, and neither party hereto shall have any further liability or obligation hereunder, except those expressly surviving the termination or expiration of this Agreement. In the event Purchaser shall fail to provide CFX with the Cancellation Notice within the Inspection Period, Purchaser shall be deemed to have waived Purchaser's right to cancel this Agreement.

Purchaser acknowledges and agrees that CFX is affording Purchaser full and complete access to the Southfork Drive Parcel for the purpose of making any and all tests, inspections, or evaluations thereof as desired by Purchaser, including, but not limited to any environmental assessments or audits deemed advisable by Purchaser, and that Purchaser has inspected the Southfork Drive Parcel to the extent desired by Purchaser. Purchaser expressly acknowledges and agrees that the Southfork Drive Parcel and the premises are to be conveyed by CFX, and accepted by Purchaser in "AS IS" and "WHERE IS" condition, and that neither CFX, nor any officer, director, bondholder, employee, agent, representative, or other person or entity whatsoever, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the Southfork Drive Parcel or the premises, or about or concerning the physical condition thereof or for any use or purpose, or any similar matter. Purchaser covenants and agrees that the acceptance by Purchaser

of the Southfork Drive Parcel in “AS IS” and “WHERE IS” condition, and without any representation or warranty of any kind or nature whatsoever was and is a material part of the consideration bargained for by CFX, and that Purchaser’s agreements in such regard were and are a material inducement for CFX to enter into and perform this Agreement. Purchaser hereby covenants and agrees that Purchaser does and shall assume any and all risks concerning the Southfork Drive Parcel, and the physical condition and characteristics thereof, and any defects or problems concerning the Southfork Drive Parcel, whether patent or latent, known or unknown. (Manual, § 5-6.09)

b. In the event Purchaser does not close on the purchase of the Southfork Drive Parcel, within seven (7) days after the termination of this Agreement, Purchaser shall deliver to CFX copies of all tests, reports, surveys, environmental audits and other audits relating to the Southfork Drive Parcel which have been prepared by, on behalf of, or for Purchaser.

7. **Conditions Precedent.** The effective date of this Agreement shall be the date the last of the following has occurred, each of which is a condition precedent:

- a. Approval by the City and execution by its Mayor or another duly authorized official; and
- b. Approval by the CFX Board and execution by its Executive Director or another duly authorized CFX official; and
- c. CFX’s receipt of a certificate from its Consulting Engineer (as such term is defined in CFX’s Amended and Restated Master Bond Resolution adopted by CFX’s governing Board on February 3, 2003, as supplemented and amended from time to time, (the “Master Bond Resolution”) stating, in the opinion of such Consulting Engineer, that the sale of the Surplus Properties as provided herein will not impede or restrict the operation by CFX of the Expressway System, as is required by Section 5.4 of the Master Bond Resolution and is non-essential for present or future construction, operation or maintenance of the Expressway System; and
- d. The CFX Board approves a Resolution declaring the Southfork Drive Parcel to be surplus property available for sale; and
- e. The CFX Board approves a Resolution authorizing the sale of the Southfork Drive Parcel to Purchaser for public road right-of-way purposes; and
- f. Purchaser and CFX have entered into a Right-of-Way Transfer and Continuing Maintenance Agreement pertaining to Connector Road, Connector Road has been transferred to City, and a limited-access line in favor of CFX has been established along the south side of Connector Road.

8. **Closing Date and Closing Procedures and Requirements.**

a. Closing Date. The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall take place within thirty (30) days after the Effective Date on a date and time specified by CFX (the "Closing Date") upon not less than five (5) days' written notice to Purchaser. Closing shall be held at the offices of CFX or at such other place as Purchaser and CFX shall agree. Notwithstanding the foregoing, closing may be by mail and/or overnight courier.

b. Conveyance of Title to the Southfork Drive Parcel. At the Closing, CFX shall execute and deliver to Purchaser the Quit Claim Deed in the substantial form and content as the Quit Claim Deed attached hereto as **Exhibit "B"** incorporated herein by reference.

c. Reverter. The parties agree that if Purchaser no longer uses the Southfork Drive Parcel for public right-of-way purposes, then all right, title, and interest to Southfork Drive Parcel shall revert back to CFX at CFX's option and at no cost to CFX.

d. Delivery of Possession; Risk of Loss. Purchaser shall be given possession of the Southfork Drive Parcel on the Closing Date. All risk of loss prior to closing shall be borne by CFX, except to the extent of Purchaser's liability for damage to the Southfork Drive Parcel caused by Purchaser, its employees, agents or contractors, which shall be borne by Purchaser.

e. Closing Costs; Prorations. CFX shall prepare and pay for the cost of preparation of the Quit Claim Deed and Easement. CFX shall record the Easement and pay all costs of the recording of the Easement (including documentary stamp taxes, if any). Purchaser shall record the Deed and pay all costs of the recording of the Deed (including documentary stamp taxes, if any); the cost of preparation of the survey and other costs of Purchaser's due diligence of the Southfork Drive Parcel; all costs, if any, related to Purchaser's financing of the property (including all costs related to any note and mortgage obtained by Purchaser, any lender charges or fees, documentary stamps, intangible taxes and recording fees); cost of CFX's appraisal and review appraisal, and the premium for the title policy to be issued at closing, if any. The Parties shall each pay their own attorney's fees. Real property taxes and assessments on the Southfork Drive Parcel, 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 and such other documents as are necessary to complete the transaction. CFX shall sign an affidavit that CFX 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 CFX's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that CFX is exempt from withholding tax on the Purchase Price under FIRPTA).

9. **Failure of Performance.**

a. On the part of CFX: In the event of a default by CFX under this Agreement, then as Purchaser's sole remedy hereunder, Purchaser may recover a refund of its

initial deposit, if any. Purchaser expressly waives any and all other remedies, legal or equitable, including any action for damages.

b. On the part of Purchaser: In the event of a default by Purchaser under this Agreement, then CFX shall have the right to immediately claim the initial deposit, if any, and the initial deposit shall be deemed nonrefundable.

10. No Recording. 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 by Purchaser shall, at the option of CFX, immediately constitute a material breach and default by Purchaser hereunder, and grounds for termination of the Agreement by CFX. Nevertheless, this Agreement will be included in the official records of CFX as a public record.

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

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

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

Purchaser: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: Mayor
Telephone: (407) 703-1601

With a copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney
Telephone: (407) 703-1658

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

12. **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 Purchaser and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Purchaser 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. Purchaser 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.

13. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

14. **Waiver of Jury Trial.** PURCHASER AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

15. **Approval Date.** It is specifically acknowledged and agreed that this Agreement is subject to final approval by CFX's Right of Way Committee and CFX's Board and, if applicable, the Appraisal and a review appraiser's certification certifying the proposed sale price as reasonable. The date of CFX's Board's final approval of this Agreement, shall be deemed the "Approval Date". If this Agreement is not approved by CFX's Board, the Agreement shall be

terminated and the Parties shall have no further obligations or liabilities hereunder except those expressly surviving termination of this Agreement.

16. **Brokerage.** Purchaser and CFX hereby represent and warrant each to the other that said warranting party has not engaged or dealt with any agent, broker, or finder in regard to this Agreement.

17. **Radon Gas Notification.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your public health unit.

18. **Release of CFX.** By execution of this Agreement, Purchaser acknowledges and agrees that upon the recording of the Quit Claim Deed by Purchaser, Purchaser remises, releases, acquits, satisfies, and forever discharges CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Purchaser ever had, then have, or which any personal representative, successor, heir or assign of Purchaser, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with CFX's conveyance of the Southfork Drive Parcel to Purchaser, including, without limitation, any claims for air, light and view between any abutting property and CFX's property. (Manual § 5-7.05)

19. **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 Southfork Drive Parcel.

20. **Inspector General.** Purchaser 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. Purchaser agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year above written.

[SIGNATURES TO FOLLOW]

CITY OF APOPKA, FLORIDA

By: City Commission

BY: Bryan Nelson
MAYOR

Date: 10-17-19

ATTEST: Linda Y. Goff
City Clerk

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____

Title: _____

Date: _____

ATTEST: _____
Regla ("Mimi") Lamaute
Board Services Coordinator

APPROVED AS TO FORM

By: _____
General Counsel

Exhibits

- Exhibit "A." Legal Description of the Southfork Drive Parcel
- Exhibit "B." Quit Claim Deed from CFX to Purchaser for the Southfork Drive Parcel
- Exhibit "C." Easement Agreement over Southfork Drive
- Exhibit "D." Aerial

EXHIBIT "A"

**LEGAL DESCRIPTION OF THE SOUTHFORK DRIVE PARCEL
(PROJECT 429-201 & 429-202)**

Central Florida Expressway Authority
State Road 429
Project: 429-201 & 429-202
Purpose: Right of Way Transfer
Estate: Undivided Fractional Interest in Southfork Drive
Parcel: Southfork Drive

Together with Easements for ingress, egress and utilities as recorded in O.R. Book 3048, Page 1566, and O.R. Book 3048, Page 1568, which easements were conveyed by Deed recorded as Document #20090679460, O.R. Book 9964, Page 3691, Public Records of Orange County, Florida; and

An undivided interest in and to the following-described property:

The North 60 feet of the South 675.45 feet of the Southwest 1/4 of Section 31, Township 20 South, Range 28 East, lying West of Plymouth-Sorrento Road, Orange County, Florida (includes all of vacated street immediately West of North 60 feet of South 675.45 feet);

and

Vacated street running East and West through center of Block P (Less West 132 feet) of TOWN OF PLYMOUTH, Plat Book B, Pages 17 and 18; and

Together with an undivided interest in that part of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 20 South, Range 27 East, Orange County, Florida, bounded and described as follows:

Beginning at a point on the East line of said Section 36 that is North 1°49'10" West, 642.77 feet, thereon from the Southeast corner of said Section 36; thence North 1°49'10" West 32.78 feet, on said East line of Section 36; thence North 89°43'59" West 20.0 feet; thence North 1°49'10" West 7.11 feet; thence South 89°56'18" West 1173.36 feet; thence South 2°13'00" East 40.00 feet; thence North 89°56'18" East 1193.08 feet to the Point of Beginning.

Reserving all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.

EXHIBIT "B"
QUIT CLAIM DEED FROM CFX TO PURCHASER FOR
THE SOUTHFORK DRIVE PARCEL

Return to:

CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney



Project 429-201 & 429-202
Surplus Parcel: Undivided Fractional
Interest in Southfork Drive

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and executed on the ____ day of _____, 2019, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“GRANTOR”) and CITY OF APOPKA, a charter city and political subdivision of the State of Florida, whose address is 120 E. Main Street, Apopka Florida 32703 (“GRANTEE”).

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, hereinafter “the Property,” to-wit:

SEE ATTACHED EXHIBIT “A”

Property Appraiser’s Parcel Identification Number: Not Assigned

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, for the proper use, benefit, and behoove of the GRANTEE forever.

Project 429-201 & 429-202
Surplus Parcel: Undivided Fractional
Interest in Southfork Drive

SUBJECT TO the easements, covenants, conditions and restrictions set forth below:

- a) GRANTOR reserves unto itself, its successors and assigns the Easement for Expressway Facilities acquired as part of the Wekiva Parkway Project, in the eminent domain case styled *Central Florida Expressway Authority v. Robert M. Grossenbacher*, Case No. 2014-CA-8617-O, Parcel 800 (Parts A & B) recorded as Document numbers 20140481016 (Order of Taking), 20160045408 (Grossenbacher), 20160094411 (Smith), 20160101244 (Connelly), 20190142760 (Wilson), 20190142765 (Jones), 20190266903 (Guy), and other such documents.
- b) GRANTOR reserves unto itself, its successors and assigns the Easement for Expressway Facilities recorded in the Official Records of Orange County, Florida, as Document Number _____.
- c) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across the Expressway System, including State Road 429 and appurtenances, which may otherwise accrue to any property adjoining said right of way. GRANTEE has no rights of ingress, egress, or access to SR 429 from the Property, nor does GRANTEE have any rights of light, air or view from SR 429. CFX is not conveying or restoring any abutter's rights including, without limitation, any claims for air, light and view between the Property, any abutting property, and CFX's property.
- d) GRANTEE expressly agrees for itself and its successors and assigns, to refrain from any use of the Property which would interfere with the Expressway System, or otherwise constitute a hazard for the Expressway System.
- e) GRANTEE expressly agrees for itself, its successors and assigns that if GRANTEE no longer uses the Property for public right-of-way purposes, then GRANTOR has a right of first refusal to all right, title, and interest to the Property at no cost. GRANTEE grants, transfers, and delivers to GRANTOR a right of first refusal to acquire all right, title, and interest to the Property at no cost to GRANTOR. GRANTEE shall give GRANTOR at least 180 days written notice of the occurrence of events that give rise to GRANTOR's right of first refusal. GRANTEE shall give GRANTOR an additional 180 days to exercise its right of first refusal upon request.

Project 429-201 & 429-202
Surplus Parcel: Undivided Fractional
Interest in Southfork Drive

GRANTEE acknowledges and agrees that as of the date of the acceptance of this deed, GRANTEE hereby remises, releases, acquits, satisfies, and forever discharges GRANTOR, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which GRANTEE ever had, then have, or which any personal representative, successor, heir or assign of GRANTEE, thereafter can, shall or may have, against GRANTOR, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with the Property or GRANTOR's conveyance of the Property, both before and after the date of this instrument.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed and sealed in the presence of:

First Witness:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Signature

By: _____

Print Name

Title: _____

Second Witness:

Date: _____

Signature

Print Name

ATTEST: _____

Regla ("Mimi") Lamaute
Board Services Coordinator

APPROVED AS TO FORM

By: _____

General Counsel

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 _____, 201____, by _____, as _____, of the Central Florida Expressway Authority, on behalf of the Central Florida Expressway Authority, who is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

Signature:

Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public

EXHIBIT "C"
EASEMENT

Prepared By and Return To:

Linda S. Brehmer Lanosa
Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Project 429-201 & 429-202

This document is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

**EASEMENT AGREEMENT OVER SOUTHFORK DRIVE
FOR EXPRESSWAY FACILITIES**

THIS EASEMENT AGREEMENT is executed this _____ day of _____, 2019, by the **CITY OF APOPKA**, a Florida Municipal Corporation existing under the laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida 32703 ("City") to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, public corporation and an agency of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX").

WITNESSETH:

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

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

WHEREAS, pursuant to Section 335.0415, Florida Statutes, "public roads may be transferred between jurisdictions . . . by mutual agreement;"

WHEREAS, Southfork Drive is an unpaved private road located in Orange County, Florida, beginning in the east at Plymouth Sorrento Road and running west under the overpass of SR 429 and continuing beyond the western limited access right-of-way line;

Project 429-201 & 429-202
Easement over Southfork Drive

WHEREAS, as part of the Wekiva Parkway project, CFX acquired permanent easements on and over Southfork Drive for a bridge for SR 429 and for utilities in the eminent domain case styled *Central Florida Expressway Authority v. Robert M. Grossenbacher*, Case No. 2014-CA-8617-O, Parcel 800 (Parts A & B), as memorialized in the Orders of Taking and Stipulated Final Judgments recorded as Document #20140481016, #20160045408 (Grossenbacher), #20160094411 (Smith), #20160101244 (Connelly), #20190142760 (Wilsons), #20190142765 (Jones), #20190266903 (Guy), and other such documents, hereinafter collectively referred to as “CFX’s Parcel 800 Easement”; and

WHEREAS, by separate instrument, the City is acquiring or has acquired CFX’s undivided fractional interest in Southfork Drive for public road right-of-way purposes, subject to the reservation of easements in favor of CFX, including CFX’s Parcel 800 Easement, and this easement preserving CFX’s right to use Southfork Drive for the operation, maintenance, expansion, or removal of the Expressway System.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Easement Agreement are true and correct and are incorporated herein by this reference. The Parties acknowledge and reaffirm CFX’s Parcel 800 Easement.

2. **Grant of Easement for Expressway Facilities.** The City hereby grants and conveys to CFX and its successors and assigns, a perpetual, exclusive easement for the Expressway Facilities over Southfork Drive, beginning in the east at Plymouth Sorrento Road and running west under SR 429 and continuing beyond the western limited access right-of-way line, as more particularly described in **Exhibit “1”**, referred to as “Easement Property,” including the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove all or part of the Expressway Facilities over, through, across, and under the Easement Property. In addition, the City hereby grants and conveys to CFX and its successors and assigns, a perpetual, non-exclusive easement for limited-access fences, signs and related structures and facilities, including the right to access, install, construct, use, operate, maintain, alter, improve, repair, renew, expand, and remove on, over, through, across, and under the Easement Property. The City or its successors in interest shall be entitled to make reasonable use of the Easement Property for local right-of-way purposes not inconsistent with CFX’s use; provided, any use by the City of the Easement Property shall not in any manner adversely affect the exercise of CFX’s rights hereunder, use or enjoyment of the Easement Property. The City expressly agrees for itself and its successors and assigns, to refrain from any use of the Easement Property which would interfere with the Expressway Facilities or the Expressway System, or otherwise constitute a hazard for the Expressway Facilities or Expressway System.

Project 429-201 & 429-202
Easement over Southfork Drive

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

CFX: CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

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

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: Mayor

Copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attn: City Attorney

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

4. **Modification.** This Easement Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

5. **Successors and Assigns.** All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto. All obligations of the City and CFX hereunder shall be binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only personal to and enforceable against the parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Easement Agreement shall have accrued, it being intended

Project 429-201 & 429-202
Easement over Southfork Drive

that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance. The easements set forth in this Agreement shall be perpetual.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

7. **No Public Rights.** This instrument is not intended to, and shall not, create any rights in favor of the general public.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the City has caused this Easement Agreement to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the date first above written.

[SIGNATURES TO FOLLOW]

Project 429-201 & 429-202
Easement over Southfork Drive

CITY OF APOPKA, a Florida Municipal Corporation existing under the laws of the State of Florida.

Linda F. Goff
Linda F. Goff
(Print Name)

By: Bryan Nelson
Title: Mayor
Print: Bryan Nelson
Date: 10-22-19

Susan M. Bone
Susan M. Bone
(Print Name)

Approved as to form and legality for the execution by a signatory of the City of Apopka

Legal Counsel:
By: Joseph K. Byrd
Print: Joseph K. Byrd
Date: 10-22-2019

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 Bryan Nelson as Mayor, of the City of Apopka, personally known to me to be the individual and officer described in and who executed the foregoing instrument on behalf of said City of Apopka.

Linda F. Goff
(Signature of Notary Public)



(Print or Type Name of Notary Public)
Notary Public, State of Florida

Commission No. & Expiration _____

Project 429-201 & 429-202
Easement over Southfork Drive

IN WITNESS WHEREOF, the Central Florida Expressway Authority has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**, an agency of the State of
Florida

Print Name: _____

By: _____
Title: _____

Print Name: _____

Attest: _____
Executive Secretary

APPROVED FOR EXECUTION

By: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____, as _____ of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation and an agency of the State of Florida, on behalf of the agency. She is personally known to me.

(Signature of Notary Public)

(Print or Type Name of Notary Public)
Notary Public, State of Florida

Commission No. & Expiration _____

EXHIBIT "1"
EASEMENT OVER SOUTHFORK DRIVE

Central Florida Expressway Authority
State Road 429, Project: 429-201
Estate: Easement
Parcel: Southfork Drive

An undivided interest in and to the following-described property:

The North 60 feet of the South 675.45 feet of the Southwest 1/4 of Section 31, Township 20 South, Range 28 East, lying West of Plymouth-Sorrento Road, Orange County, Florida (includes all of vacated street immediately West of North 60 feet of South 675.45 feet);

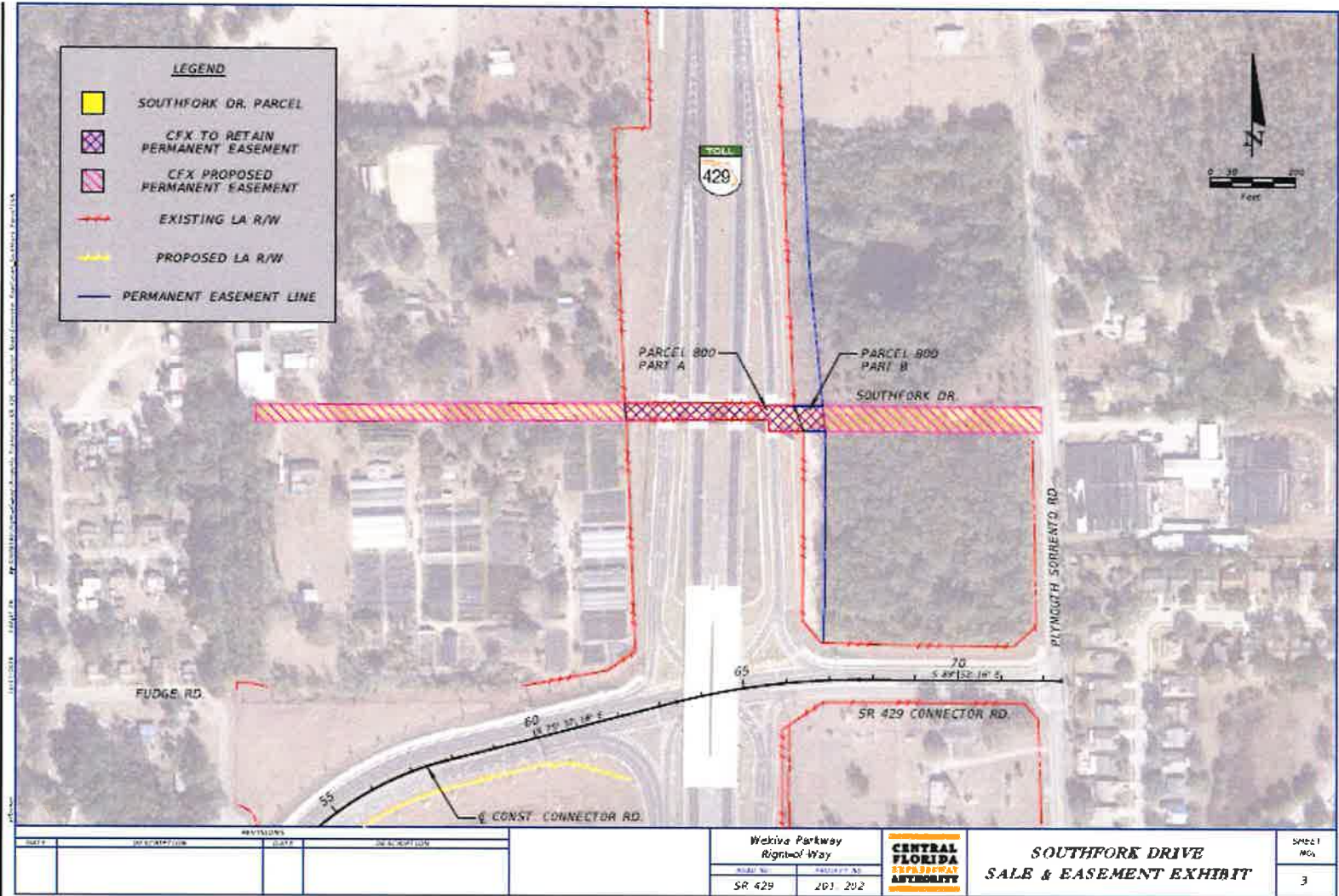
and

Vacated street running East and West through center of Block P (Less West 132 feet) of TOWN OF PLYMOUTH, Plat Book B, Pages 17 and 18; and

Together with an undivided interest in that part of the Southeast 1/4 of the Southeast 1/4 of Section 36, Township 20 South, Range 27 East, Orange County, Florida, bounded and described as follows:

Beginning at a point on the East line of said Section 36 that is North 1°49'10" West, 642.77 feet, thereon from the Southeast corner of said Section 36; thence North 1°49'10" West 32.78 feet, on said East line of Section 36; thence North 89°43'59" West 20.0 feet; thence North 1°49'10" West 7.11 feet; thence South 89°56'18" West 1173.36 feet; thence South 2°13'00" East 40.00 feet; thence North 89°56'18" East 1193.08 feet to the Point of Beginning.

EXHIBIT "D"
AERIAL OF THE SOUTHFORK DRIVE PARCEL




**CONSENT AGENDA ITEM
#19**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: October 23, 2019

RE: City of Apopka's Request for a Ground License for a 300-Foot Public Safety Communications Tower, Contract No. 001620

PROJECT: 429-205, Wekiva Parkway Project

PARCEL: 291 (Partial)

INTRODUCTION

The City of Apopka ("Apopka") has made an application to Central Florida Expressway Authority ("CFX") to license a portion of property located at 6578 Mt. Plymouth Road for a 300-foot public safety communications tower ("Parcel 291 Partial" or "Tower Site"). The proposed Tower Site is located at the southwest corner of SR 429 and CR 435 a/k/a Mt. Plymouth Road. For consideration, Apopka has agreed to be fully responsible for maintenance, management, marketing and sublicensing of the Tower Site to third-party carriers and to pay CFX half of any gross rent received. Apopka's request is attached hereto as **Exhibit "A."**

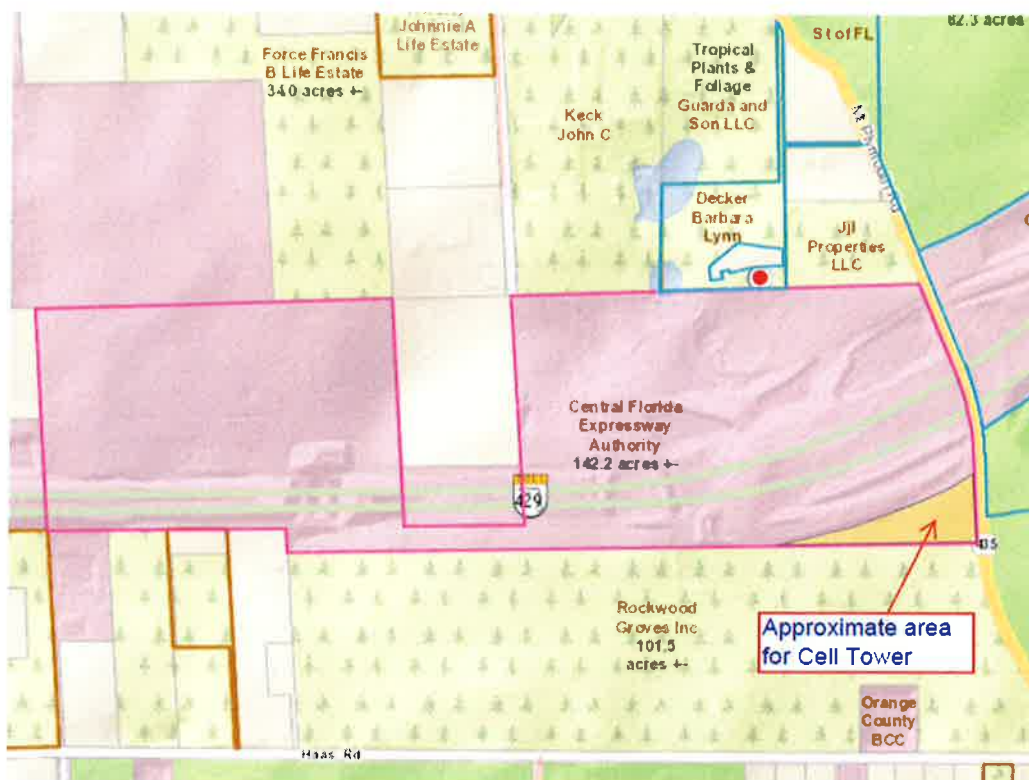
The CFX Board is tasked with two responsibilities in this proposed request. First, it must evaluate whether Parcel 291 Partial should be declared surplus property. If deemed to be surplus, the Board should recommend approval of a resolution to that effect. Second, if Parcel 291 Partial is deemed to be surplus property, the Board should evaluate whether to authorize a ground license on Parcel 291 Partial to the City of Apopka and the terms of the ground license. This includes review and approval of the attached Ground License Agreement.

DESCRIPTION OF THE PROPOSED TOWER SITE

The proposed Tower Site has a maximum size of 4.7 acres. The actual footprint of the Tower Site will not be determined until Apopka evaluates the site, prepares a site plan, obtains all of the necessary permits and complies with all of the applicable laws, rules, ordinances, regulations, and CFX's criteria, policies and procedures.

The proposed Tower Site is located in the southeastern portion of Parcel 291 as shown in the map below. Parcel 291 consisted of the acquisition of the northern 143 acres of a 243.6-acre parent tract, as authorized by Section 369.317(6) of the Wekiva Parkway and Protection Act. The acquisition occurred in December 2012 through a negotiated agreement for sale and purchase

under the threat of condemnation. CFX paid roughly \$50,000 per acre. Approximately 40 acres of Parcel 291 were used for Wekiva Parkway. The remainder is still in its native state.



ANALYSIS

CFX has adopted a Policy Regarding the Disposition of Excess Lands, codified in section 5-6.01, *et. seq.*, of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"). The Policy provides, in part, for the disposal of real property unnecessary or unsuitable for CFX's use. "Excess Property" is defined as "[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff." Where Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such Excess Property to be "Surplus Property" through the adoption of a resolution and direct that the Surplus Property be sold. Further, the Policy allows CFX to waive any procedure for the disposition of surplus property upon a recommendation of the Right of Way Committee and Executive Director, where deemed to be in the best interest of CFX and the public. Policy, §§ 5-1.01 & 5-6.04.

CFX staff and CFX's General Engineering Consultant ("GEC") have examined the City of Apopka's request and have preliminarily determined that the proposed Tower Site meets the definition of surplus property. Accordingly, CFX's General Engineering Consultant will be able to certify the proposed Tower Site will not be needed for the present or future construction,

operation or maintenance of the Expressway Facility and that the encumbrance of the tower Site with a ground license would not impede or restrict the Expressway System.

As a result, and upon receipt of the GEC's certificate, the Tower Site can be declared Surplus Property by the CFX Board through the adoption of a resolution.

Next and based upon Apopka's intended use for a public safety communications tower, the share of any rent received, and Apopka's agreement to be fully responsible for the Tower Site, it is recommended that the Board find the approval of a ground license to the City of Apopka be in the best interest of CFX and the public, and that the Tower Site be licensed to the City of Apopka as set forth in the Resolution.

REQUEST

We request Board approval of the following:

- (1) Resolution Declaring Parcel 291 Partial as Surplus Property; and
- (2) Resolution Authorizing a Ground License on Surplus Property with the City of Apopka for a Public Safety Communications Tower in return for half of the gross rent received, for a term of ten (10) years with ten successive one (1) year renewals, as more particularly described in the attached Resolution and the Ground License Agreement.

The Right of Way Committee recommended approval on October 23, 2019.

Reviewed by: _____



EXHIBITS

- A. Apopka's Request
- B. General Engineering Consultant's Draft Certificate
- C. Resolution Declaring Partial 291 Partial as Surplus Property
- D. Resolution Authorizing a Ground License on Surplus Property to the City of Apopka and Ground License Agreement



120 E. Main St. · APOPKA, FLORIDA 32703-5346
PHONE (407) 703-1700

October 15, 2019

Ms. Laura Kelley, Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Request for Use of a CFX Property to Install City Owned Public Safety Radio Communication Tower

Dear Ms. Kelley,

The City of Apopka would like to enter into an agreement with Central Florida Expressway to use a small piece of property the Expressway owns on the north side of Apopka to locate a public safety radio communication tower. In this area of the City, reception is so poor our firefighters and police officers are unable to communicate with the dispatch office. This site that the City would like to use is located at 6758 Mount Plymouth Road. It has been analyzed by the tower manufacturer and declared a suitable site that will provide good reception.

The City only needs a small part of the 142-acre parcel to accommodate the 300 feet tall tower. The parcel already has appropriate future land use and zoning category in place to allow a radio communication tower, which will allow us to move forward in a more expeditious manner than on a property that would require a change of land use and zoning.

The City proposes to enter into a Ground License Agreement with CFX to use the property. The City will assume full responsibility for maintenance and management of the site. The term of the agreement is ten (10) years and will automatically renew for ten (10) successive one-year renewals. In return for use of the property, the City will pay CFX 50% of any revenue generated by leasing space on the tower to other third-party carriers.

The City will work to provide all necessary documentation and plans for development review. CFX will have an opportunity to review the site plan and make comments. Site preparation, including tree removal, grading, driveway, and landscaping will be the responsibility of the City.

The City is ready to move forward with this important public safety project and looks forward to a positive response to this request.

Sincerely,

Edward Bass
City Administrator

EXHIBIT "A"



October 15, 2019

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

DRAFT

RE: GROUND LICENSE OF PROPERTY

SR 429, Project 429-205
CFX Parcel 291 (Partial)
Apopka Public Safety Communication Tower Site

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

1. We have reviewed the limits of the parcel along SR 429 described in Exhibit A attached. In our opinion, we certify that the area described is no longer essential for the operation of the CFX system and lease of this parcel area, would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

Attachments

cc: Linda Brehmer Lanosa, Esq. CFX (w/ enc.)

EXHIBIT "B"

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PARCEL 291 (PARTIAL)
AS SURPLUS PROPERTY**

WHEREAS, Central Florida Expressway Authority (“CFX”), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “Expressway Facility”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX’s Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the “Policy”), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX’s use; and

WHEREAS, pursuant to the Policy, “Excess Property” is “[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;” and

WHEREAS, pursuant to the Policy, where excess property is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes, the CFX Board may declare such excess property to be “Surplus Property” through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, pursuant to Section 369.317(6) of the Wekiva Parkway and Protection Act, CFX acquired Parcel 291, located at 6578 Mt. Plymouth Road, which consisted of the northern 143 acres of a 243.6-acre parent tract; and

WHEREAS, approximately forty (40) acres of Parcel 291 were used for Wekiva Parkway, including retention ponds and drainage structures, and the remainder is in its natural state; and

WHEREAS, the southeastern corner of Parcel 291, at the corner of SR 429 and Mt. Plymouth Road, as shown in the sketch, map, and aerial attached as **Composite Exhibit “A,”** hereinafter referred to as “Parcel 291 Partial,” consists of approximately 4.7 acres; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the footprint of Parcel 291 Partial and the General Engineering Consultant has certified that Parcel 291 Partial will not be needed for the present or future construction, operation or maintenance of the Expressway Facilities; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that that the CFX Board adopt a resolution declaring Parcel 291 Partial to be Surplus Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby finds that Parcel 291 Partial, further described in **Composite Exhibit "A"** attached hereto, is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes and is Excess Property.
2. Finding it is in the best interest of CFX and the public to declare the Parcel as Surplus Property, CFX hereby declares Parcel 291 Partial as Surplus Property available for sale.
3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2019.

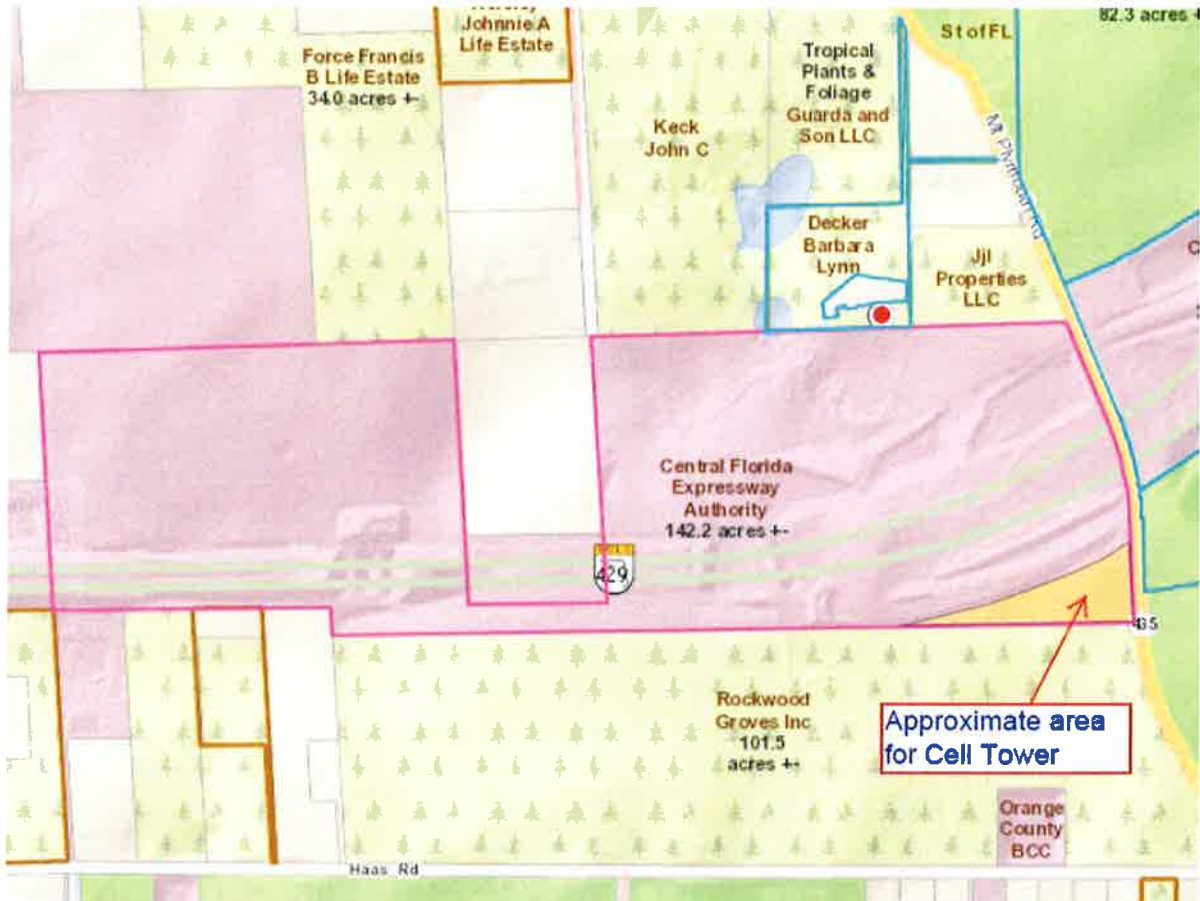
Jay Madara, Chairman

ATTEST: _____
Regla Lamaute
Board Services Coordinator

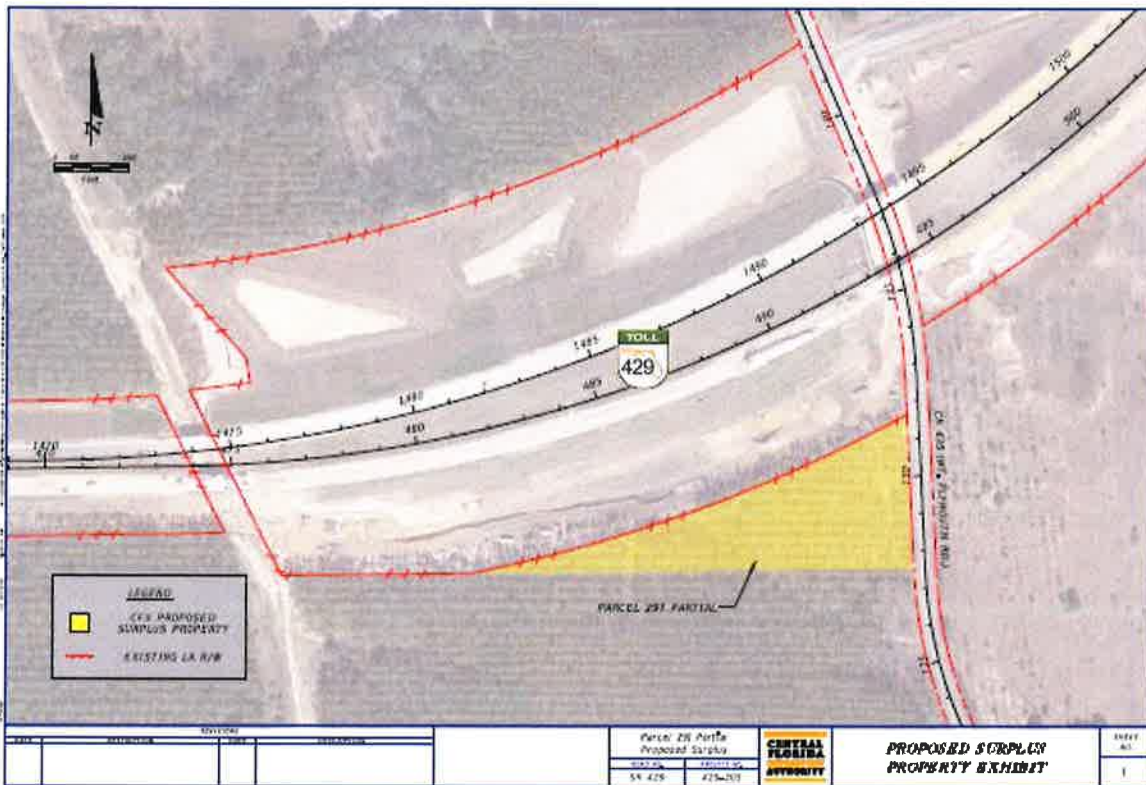
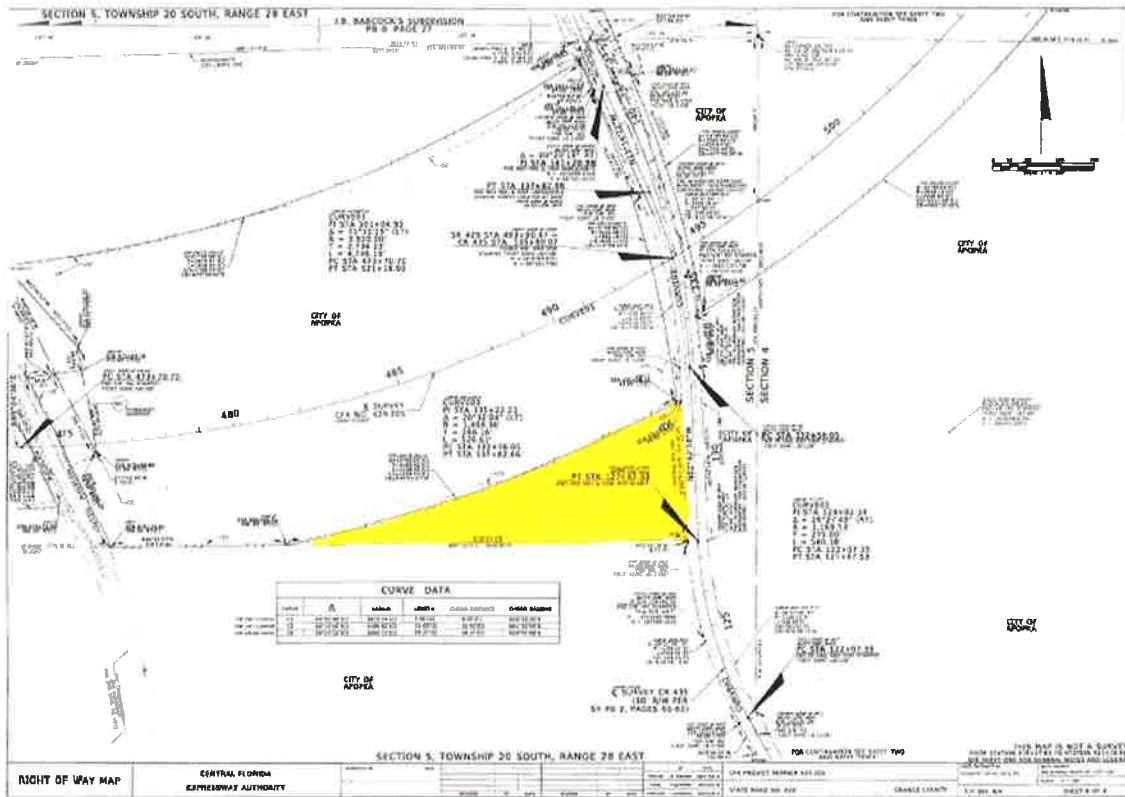
Approved as to form and legality

Diego "Woody" Rodriguez
General Counsel

COMPOSITE EXHIBIT "A"
DESCRIPTION OF PARCEL 291 AND PARCEL 291 PARTIAL



Resolution No. 2019-
S.R. 429, Project 429-205, Parcel 291 Partial



A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING A GROUND LICENSE ON SURPLUS
PROPERTY TO THE CITY OF APOPKA

WHEREAS, Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway Facility"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, et. seq., of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX's use; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, the southeastern corner of Parcel 291, at the corner of SR 429 and Mt. Plymouth Road, as shown in the sketch, map, and aerial attached as Composite Exhibit "A," hereinafter referred to as "Parcel 291 Partial," consists of approximately 4.7 acres and has been declared by the CFX Board to be surplus property; and

WHEREAS, the City of Apopka, a municipal corporation existing under the laws of the State of Florida, has made an application to CFX to use Parcel 291 Partial for a public safety communications tower and has offered to assume full responsibility for maintenance, management, marketing, and sublicensing of the property and to pay CFX half of the gross rent received; and

WHEREAS, CFX's Right of Way Committee has determined that the granting of a ground license over a portion of Parcel 291 Partial to the City of Apopka for a public safety communications tower would be in the best interest of CFX and the public; and

WHEREAS, after reviewing the City of Apopka's application, CFX's Right of Way Committee has recommended that a ground license on Parcel 291 Partial be granted to the City of Apopka for a public safety communications tower subject to the minimum terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

EXHIBIT "D"

Resolution No. 2019-_____
SR 429, Project 429-205, Parcel 291 Partial

1. CFX hereby finds that it is in the interest of both CFX and the public to grant a ground license over a portion of Parcel 291 Partial, as more particularly described in **Composite Exhibit "A,"** to the City of Apopka for a public safety radio communications tower.

2. Accordingly, CFX hereby declares that Parcel 291 Partial may be encumbered by a ground license to the City of Apopka for a public safety radio communications tower, in return for (a) the City of Apopka's assumption of full responsibility for maintenance, management, marketing, and sublicensing of the property; (b) the payment to CFX of the half of the gross rent received; and (c) an initial term of ten (10) years with ten successive one (1) year renewals subject to the right to terminate by either party with one-year notice, in a form substantially similar to the Ground License Agreement attached as **Exhibit "B,"** subject to minor changes with the approval of Chief of Infrastructure, CFX's General Engineering Consultant, and General Counsel, or their designees.

3. The CFX Board will not require separate notice to the local government in which the Parcel is located or appraisal reports.

4. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2019.

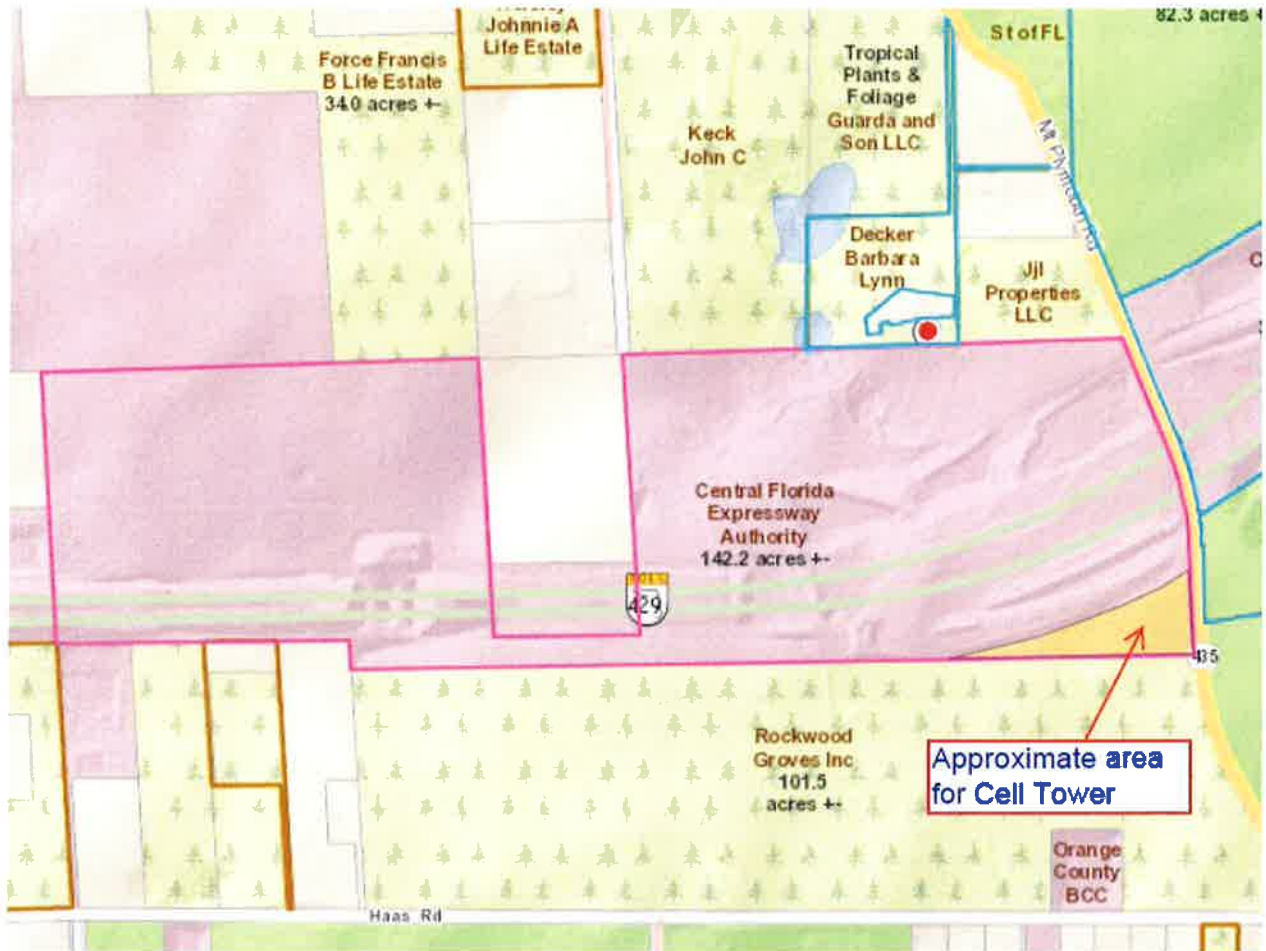
Jay Madara, Chairman

ATTEST: _____
Regla Lamaute
Board Services Coordinator

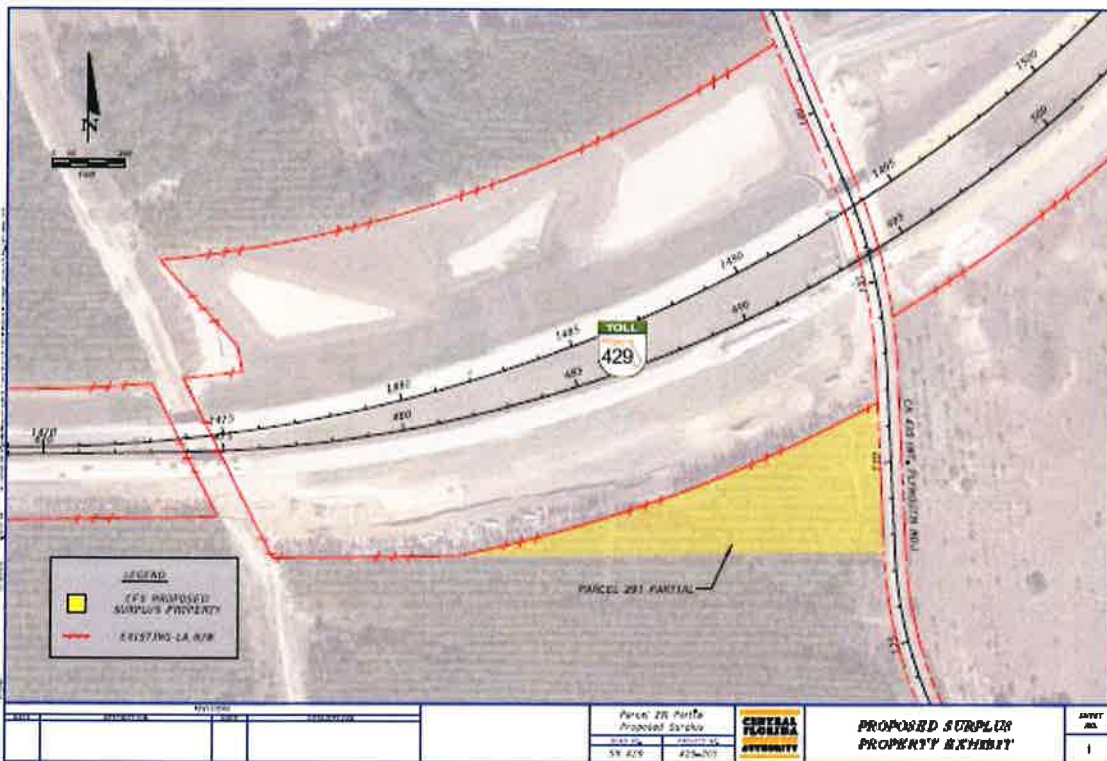
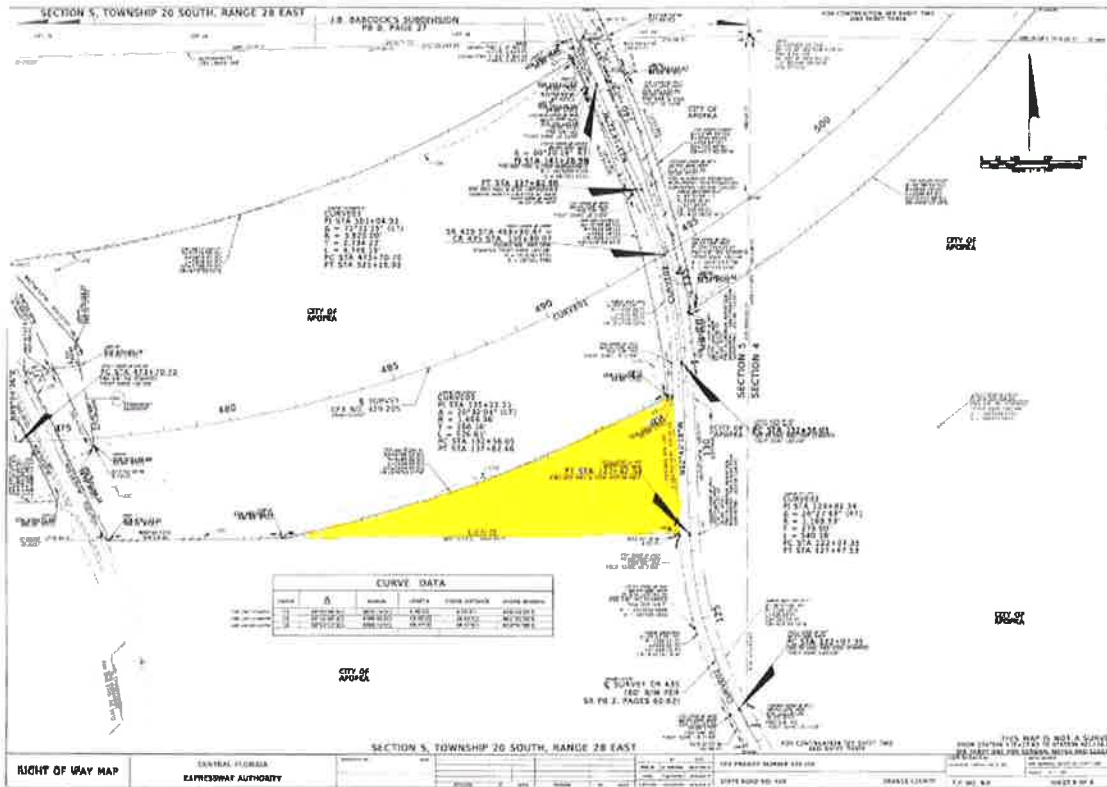
Approved as to form and legality

Diego "Woody" Rodriguez
General Counsel

COMPOSITE EXHIBIT "A"
DESCRIPTION OF PARCEL 291 AND PARCEL 291 PARTIAL



Resolution No. 2019-
SR 429, Project 429-205, Parcel 291 Partial



Resolution No. 2019-_____
SR 429, Project 429-205, Parcel 291 Partial

EXHIBIT "B"

GROUND LICENSE AGREEMENT

**GROUND LICENSE AGREEMENT
BETWEEN
CITY OF APOPKA, FLORIDA
AND
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT NO. 001620**

THIS GROUND LICENSE AGREEMENT by and between the City of Apopka, Florida, a municipal corporation organized under the laws of the State of Florida (“CITY” or “Licensee”) whose address is 120 East Main Street, Apopka, Florida 32703 and Central Florida Expressway Authority (“CFX” or “Licensor”) 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 collectively referred to as the “Parties.”

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, CFX is the owner of certain real property generally located at 6578 Mt. Plymouth Road, Apopka, Orange County, Florida, attached hereto and incorporated herein, hereinafter “CFX’s Property,” acquired as part of the Wekiva Parkway Project in accordance with Section 369.317(7), Florida Statutes, through a negotiated purchase; and

WHEREAS, the CITY desires to construct a 300-foot tall cellular tower for public safety radio communications, including antennae, related cables, generation and other support equipment, for itself and for Lake County on a portion of CFX’s Property, hereinafter “the Licensed Premises”; and

WHEREAS, the CITY agrees to assume full responsibility for maintenance, management, marketing, and sublicensing of the Licensed Premises to third-party carriers and to pay CFX 50% of the gross rent received.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, CFX and the CITY agree as follows:

1. **Definitions.**

- A. “Agreement” means this Ground License Agreement.
- B. “CFX’s Property” means the real property generally located at 6578 Mt. Plymouth Road, Apopka, Orange County, Florida.
- C. “Hazardous Material” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended

or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

- D. "Improvements" means a 300-foot tall cellular tower supported by guide wires, including antennae, related cables, generation and other support equipment.
- E. "Licensed Premises" means the agreed upon portion of CFX's Property that may be used for the Improvements. After Licensee has developed a site plan, Licensee will submit its site plan to CFX for review and approval. The Licensed Premises will be clearly depicted on the Site Plan and will be incorporated by reference into this Agreement.
- F. "Sublicense Revenue" means the total amount of monthly sublicense fees, including all forms of payments, with any escalations thereto, paid to Licensee by all Sublicensee(s) using the Licensed Premises under the sublicense(s) by CFX and Licensee, as modified, renewed, or assigned. For clarity, Sublicense Revenue otherwise includes all revenue received by Licensee for charges imposed by Licensee on a Sublicensee, whether one-time, monthly, or otherwise, and regardless of how such charges are characterized, if the sole or primary consideration to the Sublicensee in return for payment of the charge or charges is the right to use and occupy the Licensed Premises.
- G. "Sublicensee" means a third party to which Licensee has granted the right to use and occupancy of the Licensed Premises, subject to the terms and conditions contained herein.
2. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
3. **Grant of License.** CFX hereby grants to the CITY a non-exclusive license to the Licensed Premises, on the terms and conditions set forth in this Agreement, for the purpose of the CITY's operation and maintenance of the CITY's public safety radio communication tower and associated antennas, related cables, power generation and other support equipment, including the right of ingress and egress. It is expressly stipulated that this Agreement is for permissive use only and that the placing of utilities, wires, cables, pipes, or other structures or alterations within the Licensed Premises pursuant to this Agreement shall not operate to create or vest any property right in the CITY. Further, nothing herein shall be construed as creating a permanent license or easement that would survive any fee simple conveyance by CFX of the

Licensed Premises or CFX's Property. CFX agrees that it will permit no other use of the property will interfere with the operation of the public safety radio communication tower and use by sublicensees.

4. **Use of Property.** The Licensed Premises shall be used for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. The use of the Licensed Premises may be subject to additional site-specific conditions to be determined after review of the CITY's plans. All Improvements shall be constructed at Licensee's sole expense. Licensee will maintain the Licensed Premises in a safe condition. It is the intent of the Parties that the Licensee's tower shall not constitute a fixture. At no time shall the CITY use any CFX property outside the perimeter of the Licensed Premises. Any additional uses of the Licensed Premises by the CITY not addressed in this Agreement, including construction or installation of improvements, shall be allowed only by subsequent agreement between the Parties.
5. **Term and Termination.** The initial term of this Agreement begins upon the Effective Date and will remain in effect for a period of ten (10) years. The term of this Agreement shall automatically be extended for ten (10) successive one-year renewals. The Agreement may be terminated by either Party after first giving one (1) year written notice, with or without cause, to the non-terminating party. During that year, the CITY will vacate the Licensed Premises, providing for removal, at the CITY's expense, of the tower, antennas, cables, buildings, generation and other supporting equipment from the Licensed Premises, and restore the Licensed Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading. Extensions of time may be granted with the written approval of both Parties.
6. **Rent; Adjustments.**
 - A. **Sublicensees.** The City intends to market the Licensed Premises to third-party carriers to co-locate on the tower and agrees to use reasonable efforts to secure Sublicensees and maximize Sublicense Revenue. CFX also has the right to market the Licensed Premises to third-party carriers. Third-party carrier co-location agreements shall be considered a sublicense and shall be approved by both the CITY and CFX. Any income received pursuant to such sublicense agreement(s) shall be divided equally between CFX and the CITY. Any sublicense agreement shall incorporate by reference the terms and conditions of this Agreement.
 - B. **Accounting.** At any time, CFX may request and Licensee shall provide an accounting of the Rent in such form and content as CFX may reasonably request.
 - C. **Audit.**
 - i) "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 Ground License, any sublicense, any improvement on the Licensed Premises, rent due or collected, and other documents relating to use of the Licensed Premises.

- ii) CFX has 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 Records of the CITY or any sublicensee. If CFX requests access to or review of any Records and the CITY or a sublicensee refuses such access or review, or delays such access or review for over ten (10) business days, the CITY or the sublicensee, as applicable, shall be in default. The CITY and the sublicensees shall preserve all Records for the entire term of the Ground License or sublicense, as applicable, and for a period of five (5) years after the termination of the Ground License or sublicense. The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

7. **Utilities.** The CITY shall be responsible for the consumption of electricity and any and all other utilities associated with operation of the tower on the Licensed Premises and shall timely pay all costs associated therewith. But such costs shall not be deducted from any revenues generated from any Sublicensee Revenues that may be generated pursuant to paragraph 6A above.
8. **Real Estate Taxes.** Licensee shall pay or cause to be paid directly to the applicable Government Entity or to CFX if CFX is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by any Government Entity against the Improvements, equipment, or Licensee's use of the Licensed Premises. Licensee shall pay to CFX or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this Agreement or Licensee's use of the Licensed Premises. CFX shall provide notice of any assessments to be paid by Licensee promptly upon receipt. Said invoices shall be paid within thirty (30) days of Licensee's receipt.
9. **Insurance.** Licensee shall carry public liability insurance covering its use of the Licensed Premises with companies and in a form satisfactory to CFX. The policy shall name Licensee as insured and CFX as an additional insured. The policy shall bear endorsements to the effect that the insurer agrees to provide CFX with at least thirty (30) days prior notice of cancellation, except for non-payment of premium. At a minimum, Licensee, sublicensees, and all parties accessing the Licensed Premises for or on behalf of Licensee shall obtain the following insurance coverage: (i) Statutory Workers' Compensation including \$500,000 Employers' Liability; (ii) Comprehensive General Liability including personal injury, broad form property damage, independent contractor, XCU and products/completed operations with limits not less than \$2,000,000 per occurrence; (iii) Automobile Liability with limits not less than \$1,000,000 per occurrence; and (iv) Fire and extended coverage insurance on all of Licensee's improvements at the Licensed Premises including all of Licensee's facility and other personal property at the Licensed Premises. The amount of the insurance limits identified above shall be increased on every fifth (5th) anniversary of the date of this Agreement by twenty-five percent (25%) over the amount of the insurance limits for the immediately preceding five (5)

year period. All insurers will be rated A.M. Best A-(FSC VIII) or better and must be licensed to do business in the jurisdiction where the Licensed Premises is located. The insurance requirements in this Agreement shall not be construed to limit or otherwise affect the liability of Licensee. All policies required to be provided shall contain a waiver of subrogation in favor of CFX. Licensee shall provide certificates evidencing said coverage to CFX upon execution hereof. Licensee shall provide a copy of said policies to CFX upon request.

10. **Waiver of Claims and Rights of Subrogation.** The CITY hereby waives any and all rights of action for negligence against CFX on account of damage to the Improvements or to the Licensed Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the CITY. All policies of property insurance carried by the CITY for the Improvements, CFX's Property or the Licensed Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against CFX.

11. **As Is Condition; No Warranties.**

- A. The CITY acknowledges and agrees that the Licensed Premises is in an "AS IS" and "WHERE IS" condition, and that neither CFX, nor any officer, director, bondholder, employee, agent, representative, or other person or entity whatsoever, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the Licensed Premises, or about or concerning the physical condition thereof or for any use or purpose, or any similar matter. The CITY hereby covenants and agrees that the CITY does and shall assume any and all risks concerning the Licensed Premises, and the physical condition and characteristics thereof, and any defects or problems concerning the Licensed Premises, whether patent or latent, known or unknown. (Manual, § 5-6.09)
- B. The CITY shall be fully responsible for determining the suitability of the Licensed Premises for its intended use, including any and all certificates, permits, zoning, future land use, and other approvals that may be required presently or in the future by a Federal, State, or local authority. CFX makes no representations or warranties regarding the suitability of the Licensed Premises for the CITY's intended use. If the CITY determines that the Licensed Premises is not suitable for the intended use, the CITY has the right to immediately terminate this Agreement.

12. **CFX's Right to Review and Approve.**

- A. CFX shall have the right to review and approve all design, zoning, planning, or construction plans related to the Licensed Premises or to the Improvements prior to the submittal of those plans by the CITY to the regulatory agency and prior to any work being performed. CFX has thirty (30) days to review the plans and provide comments. If CFX comments on or objects to the plans, the CITY may submit modified plans to CFX in response to the comments or objections. If the Parties reach an impasse on a mutually satisfactory solution,

either Party shall have the option to terminate this Agreement with thirty (30) days written notice without incurring damages for the other Party.

- B. The CITY agrees that it will not construct, install, maintain and operate any Improvement, including a tower, antennas, related cables, generation or other support equipment, on the Licensed Premises until the proper zoning and future land use designation is obtained and all certificates, permits, and other approvals have been obtained. The CITY will be responsible to apply for the appropriate variances, permits, zoning approvals, site plan approval and building permits, in accordance with the applicable provisions in the Apopka Code and Land Development Code and any and all other applicable federal, state, or local laws, rules, and regulations. In the event such approval is denied, withheld or subsequently withdrawn, this Agreement may be immediately terminated at the request of either Party.

- 13. **Hazardous Materials.** Licensee agrees to defend, indemnify and hold harmless CFX from any and all damages, cost, claims, expenses, suits, losses, liabilities, or obligations of any kind including without limitation, environmental assessments, evaluations, remediation, fines, penalties and clean-up cost which may be asserted against or imposed upon or incurred by CFX arising from Licensee's discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials ("Materials") related in any way to Licensee's operations herein. Licensee agrees that it shall dispose of all Materials in strict compliance with local, CFX, state and federal statutes, laws, ordinances, codes, rules, regulations, orders or decrees and shall provide evidence of such disposal satisfactorily to CFX as required by CFX's designated representative. In the event of Licensee's failure to comply with the paragraph, Licensee shall, at its sole cost and expense, promptly commence and diligently pursue any required investigation, assessment, cleanup, remediation, restoration, and monitoring of any waters and lands affected by Licensee's failure to comply and to restore the damaged water and/or land to the condition existing immediately prior to the occurrence which caused the damage. Upon discovery of a failure or violation related to its disposal operations, Licensee shall immediately notify such failure or violation to all applicable governmental agencies having jurisdiction and to CFX. The provisions of this paragraph shall survive the termination or expiration of the contract.

14. **General Conditions.**

- A. **Permits.** The CITY shall or shall cause its agent to apply for and obtain all necessary permits, including permits required by federal, state or local entities, and comply with all applicable laws, rules, ordinances, regulations, and CFX criteria, policies, and procedures.
- B. **Removal of Obstructions.** Subject to CFX's review and approval, Licensee has the right to remove obstructions from CFX's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Licensee's use of the Licensed Premises. Nevertheless, Licensee should clear and grade only those areas necessary for the tower construction, maintenance, and access, and leave the balance of the Licensed Premises in its current vegetative state. Licensee shall dispose of any materials removed.

- C. Security. The CITY may secure the Licensed Premises in the manner the CITY deems appropriate, subject to CFX's review and approval, at the CITY's expense. The CITY shall provide CFX with a key or other method to access the secure entry to the Licensed Premises.
- D. Inspection. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.
- E. Noninterference. The CITY shall ensure that its use does not interfere with the property and rights of a prior utility or an existing structure, facility, utility, improvement, or use.
- F. Duty to Alleviate. If CFX determines that the CITY's use, in whole or in part, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of the Expressway System, the CITY shall, upon receipt of oral or written notice, immediately alleviate the interference at no cost to CFX. The CITY understands and acknowledges that in the event of such interference, CFX may require, in CFX's sole discretion, and the CITY hereby agrees to perform, or cause to be performed, any of the following: (a) the removal or relocation of all structures, wires, cables, pipes, utilities, or other improvements within, under or over CFX's Property at no cost to CFX; (b) immediate cessation of the use; (c) restoration of CFX's property; or (d) such other work that alleviates interference. Such corrective action or cessation of activity must be completed within the time frame stated in the notice from CFX.
- G. Workmanlike Manner. All such work done by CITY shall be constructed and installed in a good and workmanlike manner and completed in compliance with all applicable laws, rules, ordinances, regulations and all local, State, and national code standards including, but not limited to, height and wind loading requirements. Further, the tower shall be constructed and maintained by the CITY to safely and effectively accommodate, at minimum, the CITY's antenna and support equipment. The CITY shall be responsible for the costs of damages or destruction of its antenna, tower, equipment, or facilities caused by any such construction, reconstruction, maintenance, upgrade or operations of the Improvements.
- H. Drawings, equipment lists, and essential technical data of the tower, radio antenna and related support equipment shall be consistent and located within the Licensed Premises pursuant the approved site plans and technical, operating compatibility requirements.
- I. Survey. Following completion of construction and installation of all Improvements, Licensee shall provide CFX with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Licensed Premises and all improvements on, in, or under the Licensed Premises.

15. **Encumbrances.** At no time during the term of this Agreement or extensions thereof shall the CITY or any sublicensee pledge, mortgage, or hypothecate any interest in the Licensed Premises or the Improvements which are subject of this Agreement which would create an encumbrance, lien or security interest on CFX's Property.
16. **Maintenance.**
 - A. The CITY shall be responsible for all costs relative to design, installation, construction, reconstruction, alteration, maintenance, repair, security and operation of its tower, antenna, cables, generation and supporting equipment on the Licensed Premises and shall keep same in good order, repair and condition during the term of this Agreement.
 - B. The CITY shall be responsible, at its costs, for maintaining the grassed areas and landscaping including, but not limited to, mowing and trash pick-up, within the Licensed Premises.
 - C. During the term of this Agreement, the CITY shall keep the Licensed Premises free of debris and any hazardous, dangerous, noxious or offensive matter which would create a hazard or undue vibration, heat, noise or any form of signal interference in connection with the use of the facilities.
17. **Compliance with Laws and Standards.** The CITY shall comply with all present and future Federal State and local laws, ordinances, rules, and regulations (including, but not limited to, laws, rules and regulations issued by the Federal Communication Commission (FCC) Federal Aviation Administration (FAA) and site standards in connection with the installation, use, operation, repair and maintenance of the tower and antenna facilities. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the CITY.
18. **Replacement Facility.** CFX is not under any obligation to provide a replacement location, tower or facility to the CITY under any circumstances including, but not limited to, condemnation, substantial damage to the tower or related site or improvements thereon attributable to act of God, explosion, fire, flood, wind, hurricane, tornado, sinkhole, substrate failure or any other form of natural or man-made disaster. Notwithstanding the above, in the event the CITY exercises its option to repair, replace or reconstruct the damaged site or facilities, the Parties shall have the right to continue under the terms of this Agreement as before or to terminate at their sole option, without being liable for damages to the other Party.
19. **Condemnation.** In the event either the Licensed Premises or CFX's Property are taken by eminent domain, in whole or in part, so as to materially hinder effective use of the Licensed Premises, CFX shall be entitled to any and all proceeds from any eminent domain proceeding or settlement from an anticipated eminent domain proceeding.
20. **Sale of Property.** In the event CFX decides to sell the Licensed Premises, CFX grants to the CITY the right of first refusal. Upon the City's failure to communicate its intention to exercise

its right of first refusal 30 days after receiving written notice of CFX's intent to sell the Licensed Premises, CFX will have the right to terminate this Agreement upon one (1) year of said written notice to the CITY.

21. **Hold Harmless.** The CITY agrees to defend, indemnify and hold harmless CFX, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the CITY's negligent performance under this Agreement related to the Licensed Premises. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.
22. **Limitation on Damages.** In no event shall the Parties be liable to each other for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Licensed Premises.
23. **Right to Terminate for Cause.**
 - A. In addition to its termination rights under Paragraph 5 above, either party has the right to terminate for cause in the event of a substantial material breach of the terms and conditions in this Agreement. The non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The defaulting party shall have such extended periods as may be agreed to in writing by the Executive Director for CFX and the Mayor for the CITY.
 - B. In the event that Licensee is in substantial and material default beyond the applicable periods set forth above, CFX may, at its option, upon written notice: (i) terminate this Agreement, be relieved from all further obligations under this Agreement, and elect, at its sole discretion, to have the CITY surrender to CFX, for no consideration paid to the CITY, any Improvements together with the right of CFX to maintain any associated sublicenses as the CITY's successor-in-interest; (ii) take any actions that are consistent with CFX's rights; or (iii) sue for injunctive relief, sue for specific performance, or sue for damages.
 - C. In the event that CFX is in substantial and material default beyond the applicable periods set forth above, the CITY may, at its option, upon written notice: (i) terminate the License, vacate the Licensed Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of CFX specified in such notice, in which case any expenditures reasonably made by the CITY in so doing shall be deemed paid for the account of CFX and CFX agrees to reimburse the CITY for said expenditures; (iii) take any actions that are consistent with the CITY's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or set-off from Rent any amount reasonably expended by the CITY Licensee as a result of such default.

24. **Assignment; Third Party Beneficiaries.** Neither CFX nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any another Party without the prior written consent of the other Party. There are no third-party beneficiaries to this Agreement.
25. **Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties, with the same formality and of equal dignity herewith.
26. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

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

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

CITY: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: Mayor
Telephone: (407) 703-1601

With a copy to: CITY OF APOPKA
120 East Main Street
Apopka, Florida 32703
Attention: City Attorney
Telephone: (407) 703-1658

27. **Entire Agreement.** This document embodies the entire agreement between the Parties. It may not be modified or terminated except as provided herein.

28. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.
29. **Governing Law and Venue.** This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The Parties and their employees, agents, vendors and assigns shall comply with all Federal, State, and local laws, codes, and regulations relating to the performance of this Agreement. In the event legal action is taken regarding this Agreement, venue shall be in a court of competent jurisdiction in and for Orange County, Florida.
30. **No Recording.** 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 by Purchaser shall, at the option of CFX, immediately constitute a material breach and default by Purchaser hereunder, and grounds for termination of the Agreement by CFX. Nevertheless, this Agreement will be included in the official records of CFX as a public record.
31. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
32. **Effective Date.** This Agreement shall become effective upon the date the last part hereto executes it ("Effective Date").
33. **Right to Terminate for Failure to Operate.** The CITY represents and acknowledges that its public safety radio communication tower will be operational within eighteen (18) months from the Effective Date. In the event that the tower is not operational within said time frame, then this Agreement shall automatically terminate. The CITY may request an extension, which request may be granted with the written approval of CFX's Executive Director or designee.

IN WITNESS WHEREOF, the Parties have made and executed this Interlocal Agreement on the respective dates under each signature: Central Florida Expressway through its Board of Directors signing by and through its Chairman and by the City of Apopka, Florida, through its City Council, signing by and through its Mayor.

[SIGNATURES TO FOLLOW]

Signed, sealed, and delivered in the presence of:

CITY OF APOPKA, FLORIDA

By: City Commission

First Witness:

Signature

BY: _____
MAYOR

Print Name

Date: _____

Second Witness:

Signature

APPROVED AS TO FORM FOR
RELIANCE BY APOPKA ONLY:

Joseph K. Byrd, City Attorney

Print Name

ATTEST: _____
City Clerk

Signed, sealed, and delivered in the presence of:

First Witness:

Signature

Print Name

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____
CHAIRMAN JAY MADARA

Date: _____

Second Witness:

ATTEST: _____
Regla ("Mimi") Lamaute
Board Services Coordinator

**APPROVED AS TO FORM FOR
RELIANCE BY CFX ONLY**


By: _____
General Counsel

**CONSENT AGENDA ITEM
#20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 29, 2019

SUBJECT: Approval of Contract Award to Groundtek of Central Florida, Inc. for SR 429 Northbound On-Ramp at CR 535 Landscape Improvements Project 429-654E, Contract No. 001601

An Invitation to Bid for the referenced project was advertised on September 15, 2019. Responses to the invitation were received from two (2) contractors by the October 15, 2019 deadline.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Groundtek of Central Florida, Inc.	\$189,963.00
2. Arazoza Brothers Corp.	\$222,079.00

The engineer's estimate for this project is \$184,765.75.

The Landscape Architect of Record for Project 429-654E has reviewed the low bid submitted by Groundtek of Central Florida, Inc. and determined that the low bid unit prices are not unbalanced.

This project consists of providing all labor, materials, equipment and incidentals necessary to landscape the SR 429 Northbound On-Ramp at CR 535.

The Procurement Department has evaluated the bids and has determined the bid from Groundtek of Central Florida, Inc. to be responsible and responsive to the bidding requirements. Board award of the contract to Groundtek of Central Florida, Inc. in the amount of \$189,963.00 is recommended.

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

Reviewed by: 
Don Budnovich, P.E.
Director of Maintenance



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

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GROUNDTEK OF CENTRAL FLORIDA, LLC**

**SR 429 NORTHBOUND ON RAMP AT CR 535
LANDSCAPE IMPROVEMENTS**

**PROJECT 429-654E
CONTRACT NO. 001601**

**CONTRACT DATE: NOVEMBER 14, 2019
CONTRACT AMOUNT: \$189,963.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL
SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL
PROVISIONS, PROPOSAL, ADDENDA, PUBLIC CONSTRUCTION
BOND AND FORMS**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,
TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC
CONSTRUCTION BOND AND FORMS**

FOR

SR 429 NORTHBOUND ON RAMP AT CR 535 LANDSCAPE IMPROVEMENTS

**PROJECT 429-654E
CONTRACT NO. 001601**

NOVEMBER 2019

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P	PROPOSAL	P-1 to P-11
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4

Attached compact disk contains the following and are incorporated herein

TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-2
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-3
	(See Special Provisions Table of Contents for listing of each special provision.)	

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

Plans

CONTRACT

This Contract No. 001601 (the "Contract"), made this 14th day of November 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 construction of all items associated with Project 429-654E, SR 429 Northbound On Ramp at CR 535 Landscape Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 820 calendar days. The Contract Amount is \$189,963.00. This Contract was awarded by the Governing Board of CFX at its meeting on November 14, 2019.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

GROUNDTEK OF CENTRAL FLORIDA, LLC

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FNGA	Florida Nursery Growers Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (as recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association
SSPC	Steel Structures Painting Council

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method or other code or recommendation of the particular organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.2 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.3 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.4 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.5 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications or Special Provisions the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.6 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.7 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.8 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials and the basis of payment.

1.3.9 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.10 Contract Documents - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Design Standards (January 2015 edition).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.36 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

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

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

1.3.39 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.40 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

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

1.3.42 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative Code. Any corporation or partnership, which offers engineering services, must hold a current Certification of Authorization from the Florida State Board of Professional Engineers. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

- 1) Registration as a Professional Engineer in the State of Florida
- 2) Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

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

1.3.44 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.45 **State** - State of Florida

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

1.3.47 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.48 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.49 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and stripping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact and functioning such as signs, guardrail, stripping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the

Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

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

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

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

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

1.3.54 **Surety** - The corporate body, bound by the Public Construction Bond with and for the Contractor, who agrees to be responsible for acceptable performance of the Work by the Contractor and for payment of all debts pertaining thereto.

1.3.55 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.56 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work associated with road and bridge construction.

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

1.3.58 **Unilateral Adjustment**- A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.59 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.60 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Drawings or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications or Special Provisions for the Contract.

2.3 Alteration of Plans

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

The term "significant change" applies only when:

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

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

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

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

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

compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

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

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

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

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

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

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

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3.6 Cost Savings Initiative Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Claims by Contractor

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

2.4.2 Notice of Claim:

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

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

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

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

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

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

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

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

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

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

2.4.5 Compensation for Extra Work or Delay:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 Unforeseeable Work

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

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

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

used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

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

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

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

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

3.1.4 Shop Drawings

3.1.4.1. Definitions:

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

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

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

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

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

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

3.1.4.4 Style, Numbering and Material of Submittals:

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

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

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

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

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

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

3.1.4.5 Submittal Paths and Copies:

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

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

3.1.4.6 Processing of Shop Drawings:

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

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

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

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

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

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

3.2 Coordination of Plans and Specifications

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

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

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

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

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

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

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

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

3.4 Pre-Award Meeting

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

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

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

3.5 Orders and Instructions

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

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

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

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

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

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

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

3.5.1.4 Prepare final record drawings.

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

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

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

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

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

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

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

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

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

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

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

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3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

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3.8.3 Failure to Remove and Renew Defective Materials and Work

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

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

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

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3.9.2 Inspection for Substantial Completion

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

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

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3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's

performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange or Seminole County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

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2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

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4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words “or equal”, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

- 5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
- 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

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5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

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CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.
- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

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4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous

operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

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

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

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

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

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

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/ Employer's Liability	General Liability (per occurrence/ aggregate)	Automobile Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

- 5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

- 5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

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- 5.11.6 **Builder's Risk:** If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

- 5.11.7 **Railroad Insurance:** When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Each Occurrence - \$ 2,000,000

General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

- 5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

- 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
- 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

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

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 **Applicable Regulations:** Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 **Base for Scales:** Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 **Protection and Maintenance:** All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

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5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was

eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

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5.27 Convicted Vendor List

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

5.28 Discriminatory Vendor List

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

5.29 Severability

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

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5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Working Schedule: Within 21 calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within 15 calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within 21 calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

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6.4 Limitations of Operations

- 6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

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6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working

within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

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6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

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6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

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6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

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6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

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6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:

- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
- b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
- c. performs the Work unsuitably or neglects or refuses to remove Materials or;
- d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
- e. discontinues the prosecution of the Work or;

- f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
- g. fails to pay timely its subcontractors, suppliers or laborers or;
- h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
- i. becomes insolvent or is declared bankrupt or;
- j. files for reorganization under the bankruptcy code or;
- k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
- l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

- 6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order

or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations.

Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

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7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated

to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work. Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBOE ownership cost plus 100% of the RRBB and/or RRBBOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBOE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

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4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors
x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable
Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor.

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(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

- 7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

- 7.6.1 **General:** The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

<u>% Contract Amount Completed</u>	<u>Amount Retained</u>
0 to 75	None
75 to 100	10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 **Unsatisfactory Payment Record:** CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 **Withholding Payment for Defective Work:** Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

“Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Central Florida Expressway Authority should <supplier> default in the performance of this agreement.”

“Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor’s obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority.”

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term “subcontractor”, as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

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On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

- A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified

acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE
(D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b)
 - 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors;
and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board (“Board”) will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board’s recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI’s decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation. Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

**DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT**

THIS THREE PARTY AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, _____ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: _____, _____ and _____ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract (“Contract”) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

**I
DESCRIPTION OF PURPOSE**

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

**II
SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board’s operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation

by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Dollars (\$1,000.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

**IX
LEGAL RELATIONS**

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

**X
ARBITRATION, VENUE, APPLICABLE LAW**

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

**XI
NO BONUS**

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

**XII
NO CONFLICT**

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD


Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 24, 2019

SUBJECT: Approval of RoadSafe Traffic Systems, Inc. as a Subcontractor for the Toll System Upgrade Project Contract with TransCore, LP
Contract No. 001021

TransCore, LP, CFX's Toll System Upgrade Project Contractor, has requested approval to use RoadSafe Traffic Systems, Inc. to perform maintenance of traffic operations. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by TransCore, LP when its contract with CFX was originally awarded.

Board approval of RoadSafe Traffic Systems, Inc. as subcontractor to TransCore, LP, is requested.

Reviewed by: 

Joann Chizlett
Director of Special Projects



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: TransCore Date: 10/4/2019

CFX Contract Name: Toll System Upgrade Project CFX Contract No.: 001021

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: RoadSafe Traffic Systems, Inc.

Address: 3570 NW 62nd Street, Miami, FL 33147

Phone No.: 305-633-3883

Federal Employee ID No.: 26-1084418

Description of Services to Be Sublet: MOT Operations

Estimated Beginning Date of Sublet Services: 11/1/2019

Estimated Completion Date of Sublet Services: 12/31/2020

Estimated Value of Sublet Services*: \$100,000

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

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

Requested By: 
(Signature of Consultant Representative)

Associate Vice President
Title

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

Date: 10-4-19

Approved by: 
(Signature of Appropriate Chief)

Date: 10/4/19


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#22**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams
Director of Procurement 


DATE: October 24, 2019

SUBJECT: Approval of Global Agility Solutions as a Subcontractor for the Image Processing Solution Contract with Kyra Solutions, Inc.
Contract No. 001609

Kyra Solutions, Inc., CFX's Image Processing Solution Contractor, has requested approval to use Global Agility Solutions to perform manual image review. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Kyra Solutions, Inc. when its contract with CFX was originally awarded.

Board approval of Global Agility Solutions as subcontractor to Kyra Solutions, Inc. is requested.

Reviewed by: 
David Wynne
Director of Toll Operations



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Kyra Solutions Inc. _____ Date: 10/22/2019 _____

CFX Contract Name: Image Processing Solution _____ CFX Contract No.: 001609 _____

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Global Agility Solutions

Address: 4408 Spicewood Springs Road, Suite 300, Austin, TX 78759

Phone No.: _____

Federal Employee ID No.: 47-4935274

Description of Services to Be Sublet: Manual Image Review Work for Image Based Toll Transactions to accurately identify the license plates.

Estimated Beginning Date of Sublet Services: 11/16/2019

Estimated Completion Date of Sublet Services: 04/30/2020

Estimated Value of Sublet Services*: \$149,950

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

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

Requested By: Devang Patel Devang D. Patel
(Signature of Consultant Representative)

VP, Projects and Consulting

Title

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

Date: 11-5-19

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

Date: 11/4/19


Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#23**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 29, 2019

SUBJECT: Authorization to Execute an Agreement with Cygilant, Inc. for Security
Monitoring Services
Contract No. 001626

Board authorization is requested to execute an Agreement with Cygilant, Inc. in the not to exceed amount of \$76,668.00 for a one year period to perform capturing system logs and report on PCI compliance requirements for CFX IT and ITS networks.

This service falls under Section XV – Exemptions from competitive procurement processes in CFX’s Procurement Procedures Manual.

This agreement is budgeted in the OM&A Budget.

Reviewed by: 
Rafael Millan
Director of IT 

For: 



**CYGILANT, INC.
MASTER SERVICES AGREEMENT**

This Master Services Agreement (the "Agreement") is entered into this ___ day of _____, 2019 (the "Effective Date") by and between Cygilant, Inc. ("Cygilant") and Central Florida Expressway Authority ("Customer").

For and in consideration of the terms and conditions hereof, Cygilant and Customer agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

- 1.1. Affiliates** means any entity that directly or indirectly controls, is controlled by, or under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity.
- 1.2. Authorized Use** means use of the Services in the manner specified in the Documentation.
- 1.3. Co-Managed Services** means the products and services set forth in the applicable Order Form and in the Cygilant Co-Managed Services description document.
- 1.4. Content** means information obtained by Cygilant from Cygilant content licensors or publicly available sources and provided to Customer pursuant to an Order Form, as more fully described in the Documentation.
- 1.5. Documentation** means any specification and use documentation made available by Cygilant to its customers generally with regard to the Services.
- 1.6. Evaluation Services** means Services licensed to Customer by Cygilant and delivered solely for evaluation by Customer under this Agreement. Special terms applicable to Evaluation Services are set forth in this Agreement.
- 1.7. Customer Data** means electronic data and information submitted by Customer to Cygilant or collected and processed by or for Customer using the Services.
- 1.8. Managed Node** means any Cygilant-supported device, application, server workstation, IP Address or networked device from which Cygilant collects and/or receives any form of data.
- 1.9. Managed Services** means the products and services that are provided to Customer by Cygilant pursuant to a "cloud" based model or at Customer's facility, as elected by Customer. The Managed Services may include one or more of the following: consultation by Cygilant technical staff; security monitoring and incident notification as a service ("SMaaS"); security process guidance; management and configuration of Cygilant and/or Third Party Software or technology, Log Management as a service ("LMaaS"), SIEM as a service, and/or any new service that maybe introduced or offered by Cygilant in the future as described in the Documentation and/or on the then-current Cygilant website.
- 1.10. Order Form** means a purchase order or other ordering document received by Cygilant from Customer or an authorized Cygilant Reseller on behalf of Customer specifying the type of Services to be provided hereunder that is entered into between Customer and Cygilant, including any addenda and supplements thereto.
- 1.11. Resellers** mean entities that are authorized by Cygilant to resell Cygilant Services.
- 1.12. Services** mean, collectively, Co-Managed Services and Managed Services.
- 1.13. Third Party Software** means computer software owned by third parties, licensed to Cygilant, and redistributed by Cygilant to its customers as part of the Services.

1.14. User means an end user who is authorized by Customer to use the Services and to whom Customer (or Cygilant at Customer's request) has supplied a User identification and password. Users may include, for example, Customer's employees, consultants, contractors and agents and third parties with which Customer transacts business, who are bound by the terms of this Agreement.

2. EVALUATION OF SERVICES. Cygilant may agree to allow Customer to evaluate the Services with respect to a limited number of nodes or IP addresses for a no charge evaluation of the Services for a designated evaluation period. Upon the expiration of such designated evaluation period, the Evaluation Services license shall automatically terminate. Cygilant shall have no obligation or responsibility to store or preserve any Customer Data upon the expiration of such designated evaluation period. Title to the Evaluation Services shall at all times remain with Cygilant.

Customer shall be responsible for the proper use and deployment of the Evaluation Services; use the Evaluation Services solely for the limited purpose of evaluating the Services; and, take appropriate action, by means of agreement, instruction or otherwise, with respect to its employees or other third parties permitted access to the Evaluation Services in furtherance of its permitted use to ensure that all of its obligations are satisfied.

CYGILANT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EVALUATION SERVICES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

3. CYGILANT RESPONSIBILITIES.

3.1. Provision of Managed Services. Cygilant will (a) make the Managed Services available to Customer pursuant to this Agreement and the applicable Order Forms, and (b) use commercially reasonable efforts to provide Managed Services as defined in the Documentation, except for: (i) planned downtime; and (ii) any unavailability caused by circumstances beyond Cygilant's reasonable control, including but not limited to, for example, Customer's network is down, Cygilant is not able to remotely connect to Customer networks, Customer's nodes or IP addresses under management fail to send data, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cygilant employees), Internet service provider failure or delay, cloud service provider failure or delay, non-Cygilant application, or denial of service attack.

3.2. Provision of Co-Managed Services. Cygilant will (a) make the Co-Managed Services available to Customer pursuant to this Agreement and the applicable Order Forms, and (b) use commercially reasonable efforts to provide Co-Managed Services as defined in the Documentation, except for: (i) planned downtime; and (ii) any unavailability caused by circumstances beyond Cygilant's reasonable control, including but not limited to, for example, Customer's network is down, Cygilant is not able to remotely connect to Customer networks, Customer's nodes or IP addresses under management fail to send data to Cygilant system, Co-Managed application that is licensed and managed by the Customer is down or fails to collect data needed by Cygilant to deliver Co-Managed services, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cygilant employees), Internet service provider failure or delay, cloud service provider failure or delay, non-Cygilant application, or denial of service attack.

3.3. Protection of Customer Data. Cygilant will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of

Customer Data by Cygilant personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as Customer expressly permits in writing.

3.4. Cygilant Personnel. Cygilant will be responsible for the performance of Cygilant personnel (including Cygilant employees and contractors) and their compliance with Cygilant obligations under this Agreement, except as otherwise specified herein.

4. USE OF CO-MANAGED SERVICES.

4.1. Subscriptions and Subscription Term. Unless otherwise provided in the applicable Order Form, (a) Co-Managed Services are purchased as subscriptions for the designated subscription term as set forth in the applicable Order Form, (b) subscription for new or additional Co-Managed Services may be added at any time.

4.2. Usage Limits. Co-Managed Services shall be subject to the usage limits set forth in the Cygilant Co-Managed Services description document.

4.3. Customer Responsibilities. Customer shall cooperate with and assist the Cygilant Services Team in the performance of the Co-Managed Services, and will provide the resources necessary for the Services Team's performance hereunder as specified. Customer shall provide a list of authorized contact information (including name, phone, email, etc.) for both business hours and after hours. Customer shall appoint a contact designated to work with the Services Team for all aspects, including escalations, related to the Co-Managed Service(s) that will have authority to act on behalf of Customer.

Customer shall provide Cygilant with volume or node or number of IP license changes to the Co-Managed Application and Cygilant shall have the right from time to time upon prior written notice to audit Customer's use of the Co-Managed Services to confirm that such use complies with the applicable Co-Managed Services purchase order(s).

5. USE OF MANAGED SERVICES.

5.1. Subscriptions and Subscription Term. Unless otherwise provided in the applicable Order Form, (a) Managed Services are purchased as subscriptions for the designated subscription term as set forth in the applicable Order Form, (b) subscription for new or additional Managed Services may be added at any time.

5.2. Usage Limits. Managed Services pursuant to a "cloud" based model or at Customer's designated facility, as elected by Customer, are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Managed Nodes and the Managed Services may not be used to manage more than that number of Managed Nodes, (b) the Order Form shall specify the type of service(s) purchased and the terms for each service offering, and (c) the Order Form shall specify the quantity ordered for each type of Managed Services purchased. If Customer exceeds a contractual usage limit or exceeds Cygilant's then-current usage limits, Cygilant will work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Cygilant's best efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Managed Services promptly upon Cygilant's request, and/or pay any invoice for excess usage in accordance with this Agreement. Cygilant may, at its sole option, modify usage limits. For a "cloud" based model, Customer shall purchase from Cygilant a "Cloud Server", conditioned on the number of applicable nodes and Cygilant designated "cloud data storage", conditioned upon the applicable file size, in addition to the Managed Services. If the total data storage exceeds the amount purchased, Cygilant will invoice the Customer for the overage and work with the Customer to help them move to the next tier of storage for an additional fee.

5.3. Customer Responsibilities. Customer will (a) be responsible for its' compliance with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of Managed

Services, and notify Cygilant promptly upon discovery of any such unauthorized access or use, (c) use Managed Services only in accordance with the Documentation and applicable laws and government regulations. Customer shall not disclose any Confidential Information of Cygilant to any competitor of Cygilant. Customer will comply with any Customer responsibilities or assistance obligations with respect to implementing the Managed Services as set forth in the applicable Cygilant Documentation. Customer shall configure the nodes or IP addresses and network in order to send data to Cygilant application that resides on Customer designated location or in the Cloud. Customer, not more than once per calendar quarter, may download applicable data from the cloud to Customer's network at Cygilant's then-current applicable fee.

6. USAGE RESTRICTIONS.

Subject to the terms and conditions of this Agreement, Cygilant hereby grants to Customer a limited, nonexclusive, non-sublicenseable and non-transferable license, on a subscription basis as set forth in the applicable Order Form, under Cygilant's intellectual property rights to install, and if applicable evaluate, the Services solely for Authorized Uses. The Services include proprietary information owned by Cygilant or its third party licensors and the Services and the Documentation are provided to Customer solely under license and not for sale. Cygilant and its third party licensors will continue to own their respective interests and intellectual property rights in the Services and will be entitled to terminate this Agreement upon any breach by Customer of this Agreement.

Cygilant reserves the right to make changes to any Services whenever such changes, (a) are required for safety, (b) facilitate performance in accordance with specifications, or (c) represent substitutions and modifications in accordance with applicable Services performance specifications, provided however that such changes shall not impede Customer's Authorized Use of any Services.

Customer shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, or otherwise reverse engineer any Services, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of any Services by any means whatsoever, except to the extent applicable laws specifically prohibit such restrictions, (b) modify, adapt, translate, or create derivative works based upon any Services (c) transfer, lease, loan, sublicense, sell, resell for profit, distribute, or otherwise grant any rights in any Services in any form to any other party, unless as an authorized reseller or authorized provider of Cygilant pursuant to a written agreement with Cygilant, (d) use any Services on a commercial time-sharing, rental, or service bureau basis, or in any manner or for any purpose other than an Authorized Use; or (e) disclose to any third party any underlying ideas or algorithms, performance information, test results or analyses learned by Customer or created by or for Customer (including, without limitation, benchmarks) relating to any Services. Customer shall only have the rights with respect to the Services expressly set forth in this Agreement; all other rights are expressly reserved to Cygilant and its licensors.

Customer acknowledges that the Services, and all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the Services, are and at all times shall remain the valuable property of Cygilant and its licensors, or their respective successors or assigns. Customer agrees that nothing contained in this Agreement shall be construed as granting or conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark, copyright, or other proprietary right, whether now existing or hereafter obtained, and no such license or other right shall arise from this Agreement or from any acts or omissions in connection with the execution of this Agreement or the performance of the obligations of the parties.

Customer agrees (a) not to alter, remove, or conceal any copyright, trademark, trade name, or other proprietary marking that may appear on or in the Services, and (b) that Customer is responsible for itself obtaining any additional software, hardware, or technologies not provided by Cygilant under this

Agreement and required to access the Services, including but not limited to communications devices and Internet access services.

Customer consents to the operation of the Services' communications features.

Customer agrees to promptly notify Cygilant of any violation of any of the terms of this Agreement by Customer or others of which it becomes aware.

6.1. Removal of Content and Non-Cygilant Applications. If Cygilant is required by a licensor to remove Content, or receive information that Content provided to Customer may violate applicable law or third-party rights, Cygilant may so notify Customer and in such event Customer will promptly remove such Content from Customer's systems. If Cygilant receives information that a non-Cygilant application may violate applicable law or third-party rights, Cygilant may so notify Customer and in such event Customer will promptly disable such non-Cygilant application or modify the non-Cygilant application to resolve the potential violation. If Customer does not take required action in accordance with the above, Cygilant may disable the applicable Content, Services and/or non-Cygilant application until the potential violation is resolved.

7. PROPRIETARY RIGHTS AND LICENSES.

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Cygilant and Cygilant's licensors reserve all of Cygilant's right, title and interest in and to the Services, including all of Cygilant's related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.2. License by Customer to Host Customer Data and Applications. Customer grants to Cygilant and Cygilant's Affiliates a worldwide, limited-term license to host, copy, transmit, analyze and display Customer Data as necessary for Cygilant to provide the Services in accordance with this Agreement.

7.3. License by Customer to Use Feedback. Customer grants to Cygilant and Cygilant's Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services.

7.4. Federal Government End Use Provisions. If applicable, Cygilant provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Cygilant to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8. ORDERS. Customer will pay all fees with respect to the Services as defined herein as well as any other items specified in the Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term. Each Customer purchase order or alternative document reasonably acceptable to Cygilant shall reference this Agreement and specify the items, Services and configurations of Services being ordered, contract length, their prices and payment terms. The purchase and license of the Services and the provision of Services shall be governed by the terms of this Agreement. Any preprinted provisions of Customer's purchase orders or other terms that conflict with the terms of this Agreement shall not apply and the terms set forth in this Agreement shall control. Cygilant reserves the right to change its

prices and related terms and conditions at any time without notice, provided that any such changes shall not affect orders already accepted.

9. PAYMENT. All payments with respect to the Services as defined herein as well as any other items shall be in U.S. Dollars net thirty (30) days from the date of the Cygilant invoice. Amounts not paid within such thirty (30) day period shall bear interest at the rate of one and one-half percent (1.5%) per month or at the highest lawful rate, whichever is less, from the date such amount is due. Customer will reimburse Cygilant for all costs and expenses incurred, including attorneys' fees, in collecting any overdue amounts, including but without limitation to any amounts due under Section 14. Payment terms may be revised by Cygilant at any time with prior written notice upon any adverse change in Customer's payment history or financial status. Cygilant shall have the right to cancel any Order Form placed or to refuse or delay delivery or performance or suspend any Services for failure of Customer to make any payments due Cygilant in accordance with the terms of this Agreement. Customer will pay all sums equal to taxes (including, without limitation, sales, withholding, value-added, and similar taxes) and any duties paid or payable, however designated, levied or based on amounts payable to Cygilant under this Agreement, but exclusive of taxes based on Cygilant's net income, and will reimburse Cygilant for any such sum that Cygilant is required to collect or pay with respect to transactions under this Agreement. For any orders issued by Customer to Reseller, payment terms shall be as agreed between Customer and Reseller. CYGILANT shall have the right to cancel any order placed or to refuse or delay delivery or suspend any Services or terminate performance for failure of RESELLER to make any payments due CYGILANT under the terms of this Agreement or any reseller agreement.

Payment terms with respect to Services ordered from an authorized Cygilant Reseller shall be by and between Reseller and the End User.

10. THIRD PARTY SOFTWARE. Cygilant will redistribute certain Third Party Software to Customer for Customer's use with the Services. As a condition of its use of the Third Party Software, Customer agrees to familiarize itself with, and to comply with and be responsible for observing, the conditions and restrictions required of software users by the owners of such Third Party Software as referenced in *THIRDPARTYLICENSEREADME.txt* under the application install path.

11. DISCLAIMER. CYGILANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. CYGILANT SPECIFICALLY DOES NOT WARRANT THAT: (I) THE SERVICES SHALL MEET ALL OF CUSTOMER'S REQUIREMENTS OR SHALL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER, (II) THE OPERATION OF THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, (III) ALL ERRORS OR DEFECTS IN THE SERVICES SHALL BE CORRECTED, OR (IV) ANY SECURITY MECHANISMS IMPLEMENTED BY THE SERVICES WILL NOT HAVE INHERENT LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

THE THIRD PARTY SOFTWARE AND ANY EVALUATION SERVICES ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND BY CYGILANT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY CYGILANT EMPLOYEES, A RESELLER OR OTHERWISE, SHALL BE DEEMED A WARRANTY BY CYGILANT FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF CYGILANT WHATEVER UNLESS CONTAINED IN THIS AGREEMENT.

12. INFRINGEMENT

12.1. Indemnity by Cygilant. If a third party acting against Customer claims, threatens to claim, or obtains a judicial or administrative determination that Services, as defined herein, infringe its patent, copyright, or trade secret rights, Cygilant shall have the option, at its own expense and at its sole option, to (a) defend Customer at Cygilant's expense and pay all damages awarded by a court of competent jurisdiction, (b) obtain for Customer the right to continue using the infringing item, (c) replace the infringing item or modify it so that it shall become non-infringing with no substantial degradation, or (d) remove the infringing portion of the Services and refund the proportional fee that Customer paid for such portion, pro rata, or on a five-year straight-line depreciation basis, as applicable, provided that Customer shall promptly notify Cygilant in writing of the claim, and allow Cygilant to control, and cooperate with Cygilant in, the defense and any related settlement negotiations. In no event shall Cygilant's liability under this Section exceed the amount paid by Customer to Cygilant for any allegedly infringing Services.

12.2. Exception. Notwithstanding the provisions of this Section, Cygilant shall have no obligation to Customer for any claim arising from the license or use of any Services (a) that have been modified by a party other than Cygilant, (b) used to practice any process, or used in combination with other services not provided by Cygilant where such infringement would not have occurred but for such use in combination with such other services, (c) from failure of Customer to use updated Services provided by Cygilant for avoiding such infringement, (d) that are part of any Evaluation Services, or (e) that are Third Party Software. Cygilant shall not be bound by any settlement of any charge of infringement made without the prior written consent of Cygilant.

12.3. Indemnification by Customer. INTENTIONALLY DELETED

12.4. Limitation. THIS SECTION STATES THE ENTIRE LIABILITY OF CYGILANT AND ITS LICENSORS TO CUSTOMER AND ANY AND ALL THIRD PARTIES, WHETHER FOR DAMAGES OR OTHERWISE, FOR INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY SERVICES FURNISHED BY CYGILANT UNDER THIS AGREEMENT.

13. LIMITATION OF LIABILITY

13.1. Limitation. IT IS EXPRESSLY AGREED THAT EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF LEGAL ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE ACTUAL PAYMENTS RECEIVED BY CYGILANT OR THE RESELLER FOR THE SERVICES THAT CAUSED SUCH DAMAGE OR THAT ARE DIRECTLY RELATED TO THE CAUSE OF ACTION, EXCEPT THAT NO SUCH LIMITATION ON DAMAGES SHALL APPLY TO LOSSES DUE TO EITHER PARTY'S BREACH OF EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, OR CUSTOMER'S VIOLATION OF CYGILANT'S INTELLECTUAL PROPERTY RIGHTS, OR CUSTOMER'S BREACH ANY OF THE LICENSES OR LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

13.2. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, OR, IF REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR CLAIMED AGAINST THE OTHER PARTY BY ANY OTHER PARTY, EXCEPT THAT NO SUCH LIMITATIONS ON CONSEQUENTIAL DAMAGES SHALL APPLY IN THE EVENT OF VIOLATION BY CUSTOMER OF CYGILANT'S INTELLECTUAL PROPERTY RIGHTS, OR BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS OR BREACH BY CUSTOMER OF ANY OF THE LICENSES OR LICENSE RESTRICTIONS CONTAINED IN THIS AGREEMENT. NEITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF A PARTY OR THAT OF ITS EMPLOYEES OR AGENTS OR IN RELATION TO ANY OTHER LIABILITY THAT MAY NOT BY APPLICABLE LAW BE EXCLUDED

OR LIMITED IS EXCLUDED OR LIMITED, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN ATTEMPT TO EXCLUDE OR LIMIT SUCH LIABILITY.

14. TERM; TERMINATION

14.1. Term. This Agreement shall be effective from the effective date set forth in the Order Form and shall continue in full force and effect for the subscription term set forth in the Order Form or until terminated as set forth elsewhere in this Agreement. Upon the expiration of the subscription term, such subscription term shall automatically renew for a subscription term equal to twelve (12) months at the then-current fees unless one party provides the other party with written notice of non-renewal not less than sixty (60) days prior to the expiration of the then-current term.

14.2. General. Upon any material breach or default of this Agreement by either party, the other party shall have the right to terminate this Agreement and any licenses granted under it effective on thirty (30) days' prior written notice and a failure to cure such breach. This Agreement may also be terminated upon (a) bankruptcy, insolvency, or placing of the assets or the business of the other party in the hands of a receiver or trustee, (b) filing of a petition for bankruptcy or reorganization by or against the other party, (c) dissolution or liquidation of the other party, or (d) failure of Customer to pay any sum when due under or in connection with this Agreement. In the event of any termination of this Agreement by Cygilant for breach by Customer or any failure by Customer to comply with the non-renewal provisions of Section 14.1 (Term) of this Agreement, Cygilant shall have the right to accelerate all Services fees for the remainder of each subscription term and any renewal term. If, as a result of a material breach or default of this Agreement, including, but without limitation to non payment, this Agreement shall be terminated and Customer shall, upon the election of Cygilant, forthwith pay to Cygilant as damages, a sum equal to the amount by which End User or Customer would have paid in accordance with this Agreement for the remainder of the subscription term and/or any renewal term.

14.3. Customer's Data Portability and Deletion. Upon request by Customer made within ninety (90) days prior to the effective date of termination or expiration of this Agreement, Cygilant will make Customer's Data available for Customer to export or download as provided in the Documentation for up to thirty (30) days after such termination or expiration at Cygilant's then current fees. After that thirty (30) day period, Cygilant will have no obligation to maintain or provide Customer's Data, and will thereafter delete or destroy all copies of Customer's Data in Cygilant's system or otherwise in Cygilant's possession or control as provided in the Documentation, unless legally prohibited.

14.4. Consequences. In the event of termination of this Agreement for any reason, Customer shall promptly discontinue all use of the applicable Services and Documentation and delete/uninstall all Cygilant Software.

14.5. Survival. Any expiration or termination of this Agreement shall not modify any right or obligation of a party hereto, which arose prior to such expiration or termination.

15. GENERAL

15.1. Notices. All notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. Such notice shall be sent as set forth below. If the communication (including, but not limited to, non-renewal of this Agreement or an alleged breach of any maintenance and support services provisions of this Agreement by Cygilant) is from Customer to Cygilant, it shall be addressed to "Attn: President." If the communication is from Cygilant to Customer, it shall be addressed to the Chief Executive Officer of Customer.

15.2. Assignment. Customer may not assign, delegate or otherwise transfer this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the

prior written consent of Cygilant which shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. Cygilant may, without Customer's consent, assign monies due or becoming due to a bank or other financial institution. Cygilant may, without Customer's consent, assign this Agreement to any Affiliate or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors, and administrators, as the case may be.

15.3. Waiver. The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall only be deemed to have been made if expressed in writing by the party granting such waiver.

15.4. Severability. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be reformed, construed, and enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

15.5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflict of laws provisions. The federal and state courts sitting in Orange County, Florida shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of the courts of Orange County, Florida and service of process being effected upon it by registered mail sent to the respective addresses referred to above. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.6. Entire Agreement. This Agreement and any Exhibits, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and terms other than quantity, price, and the like set forth in an accepted purchase order or Order Form, the terms of this Agreement shall prevail. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Except as otherwise provided in this Agreement, any item or service furnished by Cygilant in furtherance of this Agreement, although not specifically identified in it or in a purchase order referencing this Agreement, shall nevertheless be covered by this Agreement unless specifically covered by some other written agreement executed by Customer and an authorized representative of Cygilant. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement.

15.7. Export Control. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. This export control Section shall survive termination of this Agreement.

15.8. Use of Customer Name. Cygilant may use Customer's name or logo with Customer's prior written consent: (i) in any Cygilant customer lists; (ii) on Cygilant's web site; and (iii) in other Cygilant promotional materials.

15.9. Independent Contractors. The relationship of Cygilant and Customer established by this Agreement is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or

common undertaking. For a period of two (2) years following the expiration or termination of this Agreement, Customer shall not directly or indirectly employ, solicit for employment or contract with any Cygilant personnel performing such Services for Customer under this Agreement.

15.10. Confidential Information. Each party acknowledges that by reason of its relationship to the other party under the provisions of this Agreement it may have access to certain information and material concerning the other party's business, plans, customers, technology, and Services that are confidential and of substantial value to the disclosing party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement. No information shall be deemed confidential unless so marked if given in writing or, if given orally, identified as confidential orally prior to disclosure, except that Customer agrees that any information in whatever form relating to (a) the Documentation and the underlying ideas, algorithms, techniques, knowhow, design, functionality, operational methods or coding of the Services, including but not limited to any complete or partial source or object code versions, and (b) performance information, test results, algorithms, techniques, Services roadmap and knowhow or analyses created by or for Customer (including, without limitation, benchmarks) relating to the Services, shall be deemed Confidential Information of Cygilant regardless of the presence or absence of any confidential markings or identification. Customer agrees not to disclose any Confidential Information to any competitor of Cygilant.

The parties' obligations of non-disclosure under this Agreement shall not apply to information that: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Information without restriction, or (e) except as otherwise provided above, is independently developed by the receiving party without resort to Confidential Information.

Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate except as required by law, such as the Florida Public Records Act. The receiving party's obligation of confidentiality shall survive this Agreement for a period of three (3) years from the date of its termination, and thereafter shall terminate and be of no further force or effect.

Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information hereunder may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event each party shall be entitled to seek equitable relief to protect its interests, including but not limited to temporary restraining orders, preliminary and permanent injunctive relief, as well as money damages.

15.11. Professional Services. From time to time, Customer may retain Cygilant for the purpose of performing certain implementation, training, technical, consulting and/or other professional services (the "Professional Services") to Customer. In the event that Customer prepays for such Professional Services, Cygilant must perform such Professional Services within six (6) calendar months of the date of such prepayment or such prepayment shall be null and void and no credits shall be issued by Cygilant with respect to such prepayment.

15.12. Waiver of Trial By Jury. The End User or Customer hereby irrevocably waives any past, present or future right of trial by jury in any trial of any case or controversy which arises out of, or is in respect of,



any relationship between CYGILANT and the End User or Customer, including, but without limitation to any dispute arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CYGILANT:

CUSTOMER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 60 State Street, Suite 620

Address: _____


Boston, MA 02109

**CONSENT AGENDA ITEM
#24**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members



FROM: Aneth Williams 
Director of Procurement

DATE: October 29, 2019

SUBJECT: Authorization to Execute Cooperative Purchase Agreement with ISF, Inc. for
Management Consulting Services
Contract No. 001627

Board authorization is requested to execute an agreement with ISF, Inc. in the not to exceed amount of \$390,000.00 to perform assessment of CFX's Customer Service Call Center.

This will be a cooperative purchase (piggyback) agreement based on a contract between the State of Florida and ISF, Inc. for management consulting services which will allow CFX to take advantage of the favorable rates and services received by the State of Florida.

Reviewed by: 
David Wynne
Director of Toll Operations 

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001627**

This Agreement is made this _____ day of _____ 2019, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and ISF, Inc., a Florida corporation, whose address is 4601 Touchton Road East, Suite 3250, Jacksonville, FL 32246-4485, and who is registered and authorized to conduct business in the State of Florida 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 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 management consulting services; and

WHEREAS, on or about July 15, 2014, the CONTRACTOR entered into an agreement with State of Florida, hereinafter "State," to provide the same services as required by CFX; and

WHEREAS, the contract between the CONTRACTOR and the State was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included an Invitation to Negotiate ITN 02-973-000-A for management consulting services and sealed bids from other contractors; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the State, attached hereto as **Exhibit "2"**, which was awarded through a competitive negotiation process, hereinafter "State Contract," for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the State; and

WHEREAS, the State Contract consists of the following parts:

- Part 1: The Contract (Page 1 to 3)
- Part 2: Exhibit A: Special Contract Conditions (Pages 4 to 18)
- Part 3: Exhibit B: General Contract Conditions (Pages 19 to 31)
- Part 4: Exhibit C: Scope of Services (Pages 32 to 34)

- Part 5: Exhibit D: Contractor Pricing (Page 35)
- Part 6: Exhibit E: Contract Forms (Page 36 to 42)
- Part 7: Amendment #1, Contract Renewal through January 15, 2020.

WHEREAS, the CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in its contract with the County subject to the additional terms and conditions 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 STATE CONTRACT.** The parties adopt Parts 1, 2, 3 and Exhibit D to Part 7 of the State 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 Management Services (Department), Division of State Purchasing (Division) or “Department” or “Division” or “State” in the State Contract shall be replaced with the “Central Florida Expressway Authority” or “CFX.”

2.2 **Part 1** consisting of the Contract shall be amended as follows.

2.2.1 Article I of the State Contract entitled “Scope of Services” shall be amended to adding the sentence that is underlined below:

I. **Scope of Services**

The services to be timely rendered by the Contractor pursuant to this Contract are defined and described in detail in Exhibit C, Scope of Services, at the hourly rates set forth in Exhibit D to Part 7 consisting of the following high-level deliverables set forth and detailed in **CFX Exhibit 1.**

Deliverable Number	Description	Total Cost
D.1	Steering Committee 1 Pre-Onsite Evaluation Review Presentation	\$78,000
D.2	Steering Committee 2 Initial Observations from Onsite Review Presentation	\$78,000
D.3	Final Recommendations, Strategy, and Roadmap Presentation	\$58,500

D.4	Sourcing and Technology RFPs	\$58,500
D.5	Vendor RFP Response Scoring Summary	\$58,500
D.6	Vendor Selection & Contract Recommendations	\$58,500
Total Cost		\$390,000

Payment for each deliverable will be made based on the deliverable amount set forth above, after the successful completion of all of the tasks in each high-level deliverable number and accepted/approved by CFX Project Manager.

2.2.2 Article II of the State Contract entitled “Initial Contract Term” shall be deleting and replaced with the following sentence:

II. Initial Contract Term

The Initial Contract Term of this Contract for Management Consulting Services will commence on the date of the Notice to Proceed. The project is anticipated to take sixteen (16) weeks plus negotiated gaps due to holidays, staff availability, scheduling, or resource issues. Upon project kickoff, the Contract Managers shall meet and agree upon a project plan, subject to modifications with the written approval of both Contract Managers.

2.2.3 Articles III and IV of the State Contract entitled “Renewal Terms” and “Contract” shall be deleted.

2.2.4 Article VII of the State Contract entitled “Contract Management” shall be amended by replacing the contact information with the information below and deleting the last sentence which states, “This Contract shall be effective on January 15, 2014 or on the last date upon which this Contract is signed by all parties, whichever date is later,” and by deleting the signature blocks.

Jim Greer, Chief of Technology and Operations Officer
 Central Florida Expressway Authority
 4974 ORL Tower Road
 Orlando, FL 32807
 Telephone: 407-690-000
 Email: Jim.Greer@CFXway.com;

David Wynne, Director, Toll Operations
 Central Florida Expressway Authority

4974 ORL Tower Road
Orlando, FL 32807
Telephone: 407-690-000
Email: David.Wynne@CFXway.com;

- 2.2.5 A new Article VIII entitled “Subcontracting” will be added to the end of the State Contract as follows:

VIII. Subcontracting. The approved subcontractor is:
PPT Solutions, Inc.,

- 23 Part 2 of the State Contract consisting of the Special Contract Conditions shall be amended as follows.

- 2.3.1 Paragraph 2 of the State Contract entitled “Subcontracting” shall be amended by deleting the text that is stricken as follows:

2. SUBCONTRACTING

~~The Contractor shall be fully responsible for all work performed under the Contract, including, but not limited to, planning, managing, implementing, operation, supporting, and warranties if applicable. The Contractor is solely responsible for ensuring that their subcontractor performs as specified in the Contract. The Contractor shall submit a copy of Form 1: Subcontracting (Exhibit E) to the Department for all subcontractors the Contractor wishes to partner with to provide services under the Contract. During the term of the Contract, subcontractors may be substituted or added by submitting Form 1 to the Department. Before any work is performed under a Statement of Work, the Customer must approve all subcontractors in writing.~~

~~Upon reasonable notice to the Contractor, the Department reserves the right to adjust and revise the fields and information collected in Form 1: Subcontracting (Exhibit E) at any time during the Contract.~~

- 2.3.2 The following paragraphs shall be deleted: 8 (Transaction Fee), 9 (MFMP Ordering Instructions), 10 (Electronic Invoice), 11 (Purchasing Card Program), 19A (Statement of Work Overview), 19B (In creating Statements of Work . . . Contract), and 26 (Reporting Requirements).
- 2.3.3 Article 16 of the State Contract entitled “PUBLIC RECORDS” in the State Contract shall be supplemented with the following:

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 Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

CFX has the right to unilaterally cancel this Agreement if the CONTRACTOR refuses to allow public access as required by the Florida Statutes or at CFX's direction.

2.3.4 **Project Completion Dates.** The Contractor shall complete each project within the agreed cost and by the estimated completion date, unless the completion date is properly modified.

2.3.5 **Review and Acceptance.** CFX shall have ten (10) calendar days to review each deliverable. In the event that CFX finds errors or omissions or has other comments, Contractor shall address and correct those items within ten (10) calendar days. Upon confirmation of completeness and accuracy, CFX shall accept the deliverable. Payments are tied to the successful completion of each high-level deliverable.

24 **Part 3** of the State Contract consisting of the General Contract Conditions shall be amended as follows.

2.4.1 The following paragraphs shall be deleted: 14 (Transaction Fee), 26 (Renewal), 27 (Purchase Order Duration), 39 (Leases and Installment Purchases), and 43 (Cooperative Purchasing).

2.4.2 In Paragraph 15 entitled "Invoicing and Payment," the second and third subparagraphs shall be deleted.

2.4.3 Paragraph 31 entitled "Dispute Resolution" shall be amended to replace "Leon County" with "Orange County."

2.4.4 Paragraph 45 entitled "Annual Appropriations" shall be amended to replace "Legislature" with "CFX Board."

3. 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 as identified in **CFX Exhibit 1**, (the "Key Personnel" namely; Scott Casson – Project Executive, Toddy Tierney – Lead Consultant and Scott Prater – Project Executive) 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. 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. 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.

4. CONTRACTOR'S RECORDS. The CONTRACTOR shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The CONTRACTOR hereby grants CFX and its duly authorized representative's permission to audit and review any and all of the CONTRACTOR's records pertaining to the Agreement. The CONTRACTOR shall furnish CFX all invoices and statements for which it requests reimbursement.

5. ENTIRE AGREEMENT. It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

6. PERMITS, LICENSES, ETC. Throughout the term of the Contract, 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.

7. 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).

8. 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.”

9. 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.

10. 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 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.

11. 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.

12. NOTIFICATION of CONVICTION of CRIMES. CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or other individuals assigned to CFX 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. CFX reserves the right to require replacement of any individual for any reason with or without cause.

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 CFX's Board at its meeting on November 12, 2019.

APPROVED BY: ISF, INC.

By: _____

Print Name and Title

Attest: _____ (Seal)

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only.

General Counsel for CFX

Exhibits

1. CFX Price Proposal
2. State Contract Parts 1 through 7

Contract No. 001627

CFX EXHIBIT 1



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Central Florida Expressway Authority

Call Center Assessment &
RFP

October 16, 2019



Your Vision + Our Expertise

Solving the Future

Strategy | Process | Technology



Your Vision
Our Expertise

**Solving
the Future**

ISF – Jacksonville
4601 Touchton Rd E
Suite 3250
Jacksonville, FL 32246
Voice: 904-724-2277

ISF – Tallahassee
3800 Esplanade Way
Suite 220
Tallahassee, FL 32311
Voice: 850-671-1000

ISF – Austin
815A Brazos Street
#368
Austin, TX 78701
Voice: 850-671-1023

www.isf.com

October 16, 2019

Aneth Williams
Manager of Contract Compliance
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Call Center Assessment & RFP

Dear Ms. Williams:

ISF, Inc. (Federal Tax ID #59-1961607) is pleased to provide our proposal in response to the Central Florida Expressway Authority's request for a Contact Center Assessment, Benchmarking, and Cost Benefit Analysis along with conducting the RFP development process for both BPO and Technology vendors. ISF is an approved provider under the Florida State Term Contract for Management Consulting (Contract No. 973-000-14-01).

The ISF team most recently completed the Hillsborough County Call Center Assessment. For this project, ISF partnered with PPT Solutions to conduct a review of nine call center locations, to evaluate intake software systems and overall operations, and then provide recommendations regarding the utilization of centralized intake and outsourcing as options to improve overall customer service and satisfaction. Based on our recommendations in Phase 1, the Hillsborough County Board of County Commissioners engaged with ISF for Phase 2, to support the consolidation recommendations completed under the original scope of work.

We understand the importance of the work Central Florida Expressway Authority (CFX) provides in serving constituent needs through call center operations. CFX needs a reliable vendor to determine the best way to address challenges and position CFX to provide exceptional customer service. ISF will achieve this by providing direct support to CFX with a thorough assessment of call center operations, establishing a maturity model to baseline CFX call center operations against industry best practices, developing a cost benefit analysis for agent sourcing, conducting workshops to develop requirements for a sourcing and technology RFP, and then developing the RFP and assisting CFX throughout the vendor selection and contract negotiation process. Our ultimate goal will be to facilitate a process for which CFX provides improved customer service to constituents at the best possible cost.

For this project engagement, ISF will maintain our partnership with PPT Solutions, a collaborative firm of skilled and experienced personnel focused on delivering high value to client organizations. PPT Solutions brings a depth of experience in public



Your Vision
Our Expertise

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Voice: 850-671-1023

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and private call centers, including close familiarity with relevant technologies, business processes, strategies, and implementations. Combined with our experience providing call center assessments for Hillsborough County and throughout the US, and our expertise in business process analysis, call center project work, and management consulting, the ISF team represents the best value to CPX for this call center assessment initiative. Simply put, we have the team, the knowledge, the experience, and the requisite skills necessary to complete this project and all deliverables.

The ISF team integrates real-world consulting and operational expertise in business process improvement and call center operations. We know the call center industry and have a track record of successful collaboration and delivery across a number of government entities. The ISF Team's collective certifications include Avaya, Cisco, Nice inContact, PMP, Six Sigma, and Continuous Improvement (Kaizen).

With a strong history of successful project work in both commercial and government call centers, our team brings deep expertise in the customer service process, call center technology and implementations, and program management. We have developed and refined tools, models, and implementation capabilities to support a rigorous and transparent assessment of call center operations that will fully address the needs of CFX and exceed its expectations.

Primary and alternate contact information is provided below.

Primary Contact	Alternate Contact
Mark Burk Client Partner 3800 Esplanade Way STE 220 Tallahassee, FL 32311 Phone: (850) 671-1017 Fax: (850) 656-1300 mburk@isf.com	Jonathan Conrad Chief Operating Officer 3800 Esplanade Way, STE 220 Tallahassee, FL 32311 Phone: (850) 671-1023 Fax: (850) 656-1300 jconrad@isf.com

ISF looks forward to continuing our work with CFX on this important endeavor. If I can provide any additional information, please do not hesitate to contact me.

Sincerely,

Mark Burk
Client Partner

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1 Company Profile

iSF Background



100+
Team Resources

19
States



ISF Team Background



12 Certifications
Including Avaya, PMP,
Cisco, InContact,
Business Resilience
Planning, Agile,
Continuous
Improvement/Kaizen,
and Six Sigma Black and
Green Belts.



Global Call Center
Experience



Extensive Florida and
Public Sector
Experience

Project Team



Mark Burk | PMP
Client Partner



Scott Jecko | PMP
Project Manager



Scott Prater
Project Executive



Scott Casson
Project Executive



Todd Tierney
Lead Consultant

Tbd
Technology Consultant



Regina Elom
Consultant

Public Sector Call Center Experience



State Benefits
Servicing, IVR Self-
Service Solution
(more than 36 states)



Call Center Overhaul
and Technology
Transformation
(Georgia)



Economic Self-
Sufficiency (ESS) Call
Center Assessment
(Florida)



10+ Years of Call Center
Assessment: Recruitment,
Training, Workforce
Management, QA, Coaching,
Customer Service, IVR, Call
Flow, and Forecasting

Call Center Assessment Clients



**Hillsborough
County Florida**



2 Executive Summary

2.1 Statement of Need

In service of the citizens and travelers in Central Florida, CFX is seeking a qualified vendor to assist them in developing a modernization plan for their call center which includes both technology and business process outsourcing RFP/procurement activities. CFX currently is on a legacy Avaya call center system and has a BPO contract that is expiring in the summer of 2020. CFX would like to improve their digital capabilities and customer experience while changing the current BPO cost model to better align with industry norms for both price and performance.

2.2 Government and Call Center Experience

The ISF Team brings a strong combination of key skills and experience, including public sector call center and government project delivery experience.

- ✓ **Call Center Assessment in Central Florida.** Most recently, the ISF Team has completed the Hillsborough County Call Center Assessment. ISF partnered with PPT Solutions to conduct a review of its nine call center locations, to evaluate intake software systems and overall operations, and then provide recommendations regarding the utilization of centralized intake and outsourcing as options to improve overall customer service and satisfaction. Based on our recommendations in Phase 1, the Hillsborough County Board of County Commissioners engaged with ISF to support implementation of the consolidation recommendations we had provided to the County under the original scope of work.
- ✓ **Call Center Experience.** Our call center experience is extensive, with our team bringing decades of combined experience including aspects such as technology and business process outsource vendor selection, hiring, training, retention, forecasting, call flow, and customer service. The ISF Team brings extensive expertise in call center technology and business process innovation and will leverage unique tools, models, and implementation capabilities for this project. CFX will benefit from our unique combination of government experience, commercial call center expertise, and strong focus on client satisfaction and customer service delivery.
- ✓ **Government Experience.** In addition to our call center work with Hillsborough County, the ISF Team has also completed work with state and local government entities in a variety of locations including the following:
 - Florida
 - Texas
 - California
 - New York
 - Georgia
 - Washington
 - North Dakota
 - Massachusetts
 - Hawaii

2.3 A Winning Team

The ISF Team includes proven experts in every aspect of project management and in-depth call center consolidation and ongoing assessment needs to implement the desired end-state for CFX.

	Public Sector Experience	Call Center Experience	Process Improvement Experience	Customer Service Improvement Experience
Mark Burk, PMP	✓	✓	✓	✓
Scott Jecko, PMP	✓	✓	✓	✓
Scott Prater	✓	✓	✓	✓
Scott Casson	✓	✓	✓	✓
Regina Elom	✓	✓	✓	✓
Todd Tierney	✓	✓	✓	✓

Team Member	Description
Mark Burk, PMP, Client Partner	A seasoned client partner with strong skills in facilitating communication among project team members, Mark is dedicated to client service delivery and ensuring every project stays on schedule, in scope, and in budget. His extensive management consulting and government experience, including project experience with Hillsborough County and Fortune 500 call center operations position him as a leader to bring CFX forward as a result of this assessment project.
Scott Prater, PPT Vice President of Technology Solutions; Project Executive and Oversight	Scott brings 18 years of experience working with customer service technologies. With a strong background in both IT and customer service, Scott is positioned to provide input on strategic technology roadmap design and cloud-based call center solutions, with a focus on public sector call center transformation.
Scott Jecko, PMP, Project Manager	An experienced professional with 20 years in planning, implementing, and maintaining solutions for public sector entities, Scott has managed teams of up to 30 staff members, ensuring completion of projects on time, in scope, and on budget. Scott has strategic planning and enterprise architecture experience that enables him to see the big picture of solution design and development. He is well versed in all aspects of the service development life cycle, including requirements gathering, comparative solution analysis, financial and transition planning, change management, and continuous process improvement.
Scott Casson, Project Executive	Scott Casson is a 25-year veteran of the contact center/customer service industry and had held every possible position within the contact center from starting on the phone as an agent up to and including Senior Vice President. Throughout the past 15-years he has focused all his efforts on helping corporations, both large and small, on-shore and off-shore, improve their contact centers by delivering engagements that significantly enhanced productivity, reduced expenses, and improved their overall Customer Satisfaction. Scott has become a subject matter expert in the areas of productivity improvement through outlier management, workforce management, IVR and ACD redesign, outbound dialing, and knowledge management. Scott has also been heavily active on the mergers and acquisition side of the business directing both due diligence exercises, and the planning/execution of integration efforts between firms. Scott is a student of the contact center constantly looking to learn new processes, how to better implement and operate technology, and also how to improve the jobs of those who work in content centers.

<p>Regina Elom, Consultant</p>	<p>Regina Elom brings over twenty years of Contact Center leadership experience, leading teams that have consistently exceeded revenue targets and business objectives while delivering an exceptional customer experience. She has worked in the telecommunications, healthcare, high-tech, client membership, and industrial supplies industries. Instrumental to her success is her ability to effectively partner cross-functionally, with internal and external clients. She is a recipient of numerous industry awards that highlight her success in Contact Center sales and operations excellence.</p>
<p>Todd Tierney, Lead Consultant</p>	<p>Todd is a proven leader with over twenty-five years of experience delivering strategy, operations, digital / technology and outsourcing advisory services. His experience is focused on developing solutions to accomplish breakthrough performance while reducing costs, improving customer satisfaction, managing business relationships, and establishing high performing teams. Todd has become a subject matter expert in the areas of productivity improvement through outlier management, workforce management, process improvements and outsourcer management.</p>

2.4 Proven Methodologies for Call Center Assessment

Our call center assessment practices have been developed and refined over the course of a decade of project work, resulting in a set of content management tools to handle process flow, asset, and task assessment, organization assessment, agent side-by-side observations, and call center metrics. We employ these tools to effectively manage the outgoing and incoming information necessary for the assessment and implementation of derived recommendations and future state needs. The future state needs are used to inform both business process outsourcer and contact center technology requirements to ensure all identified future state needs are met during the vendor selection process instead of just addressing the current needs.

A diagram representing our high-level assessment methodology is provided below:

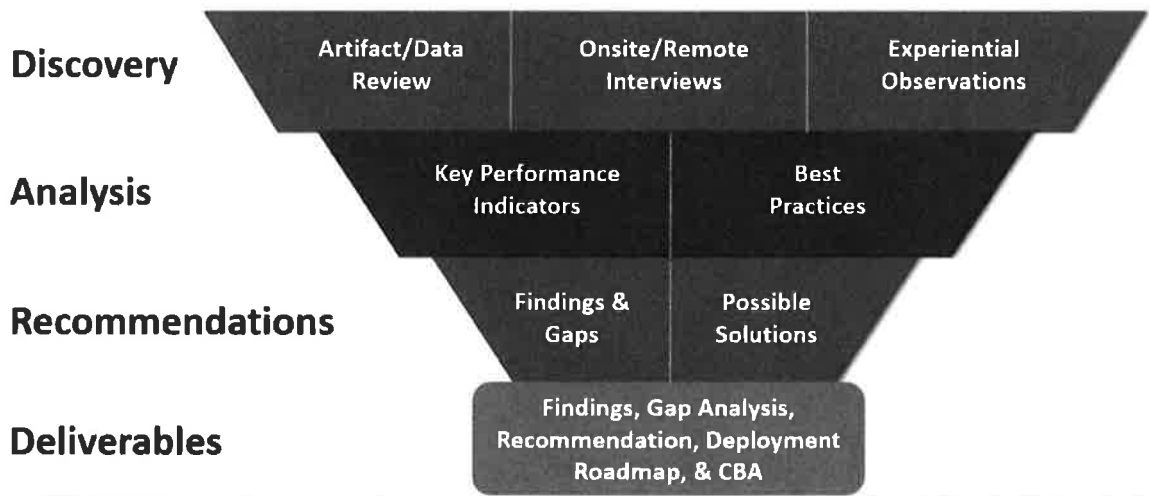


FIGURE 1: HIGH-LEVEL ASSESSMENT METHODOLOGY

Project Management - ISF's project management practices deliver projects that are highly successful by any measure. Scott Jecko, our PMP-certified project manager, will lead the team to deliver a successful assessment from kickoff to closeout. The methodologies and practices applied have been proven over 40 years of successful project completion. We continually refine our project management approach to keep it current with best practices. Project management and quality assurance activities are an ongoing function within every ISF project to ensure project success. The following diagram provides an overview of our project management and quality assurance activities.



FIGURE 2: PROJECT MANAGEMENT AND QUALITY ASSURANCE PROCESSES

2.5 Client Focus

ISF's core values of client partnership, growth, stability, results, and operating with responsibility ensure that with ISF you are selecting a long-term partner who is with you from start to finish; your goals for the project are our goals, too. Of foremost importance to ISF is ensuring we have solid, quality, honest, and long-term partnerships with our clients. We value the client relationship above all else, and we do everything we can to ensure that your needs are being addressed during every phase of the project.

3 High Level Approach and Key Deliverables

ISF has developed a solution to deliver the results required by CFX. This solution is comprised of two phases with the following deliverables by phase:

- Phase 1: Future State and Requirements Development
 - Deliverable 1: Steering Committee 1 Pre-Onsite Evaluation Review Presentation
 - Deliverable 2: Steering Committee 2 Initial Observations from Onsite Review Presentation
 - Deliverable 3: Final Recommendations, Strategy, and Roadmap Presentation
- Phase 2: Vendor Selection
 - Deliverable 4: Sourcing and Technology RFPs
 - Deliverable 5: Vendor RFP Response Scoring Summary
 - Deliverable 6: Vendor Selection and Contract Recommendations

Below is a high-level summary of each deliverable.

3.1 Deliverable 1: Steering Committee 1 Pre-Onsite Evaluation Review Presentation

This deliverable will provide a baseline information set showing information gathered through the data request process as well as present the maturity model that will be used to establish existing CFX benchmarks against industry norms. A description of the deliverable is provided below:

- Review, and understand all data, and artifacts provided back by client
- Identify data/artifact gaps to be obtained during onsite evaluations
- Prepare initial conclusions based upon data analysis, and PPT best practices
- Assemble relevant benchmark data for client's industry, media types handled, geographies, etc.
- Develop benchmarking model with available data, and placeholders for data to be collected
- Create evaluation model to be used during onsite evaluations
- Final preparation for onsite evaluations

3.2 Deliverable 2: Steering Committee 2 Initial Observations from Onsite Review Presentation

This deliverable will present initial findings and observations from both the call center and back office site visits and information gathering sessions. It will provide initial observations that were discovered and identify the initial gaps, quick wins, and provide guidance on the direction of the in-depth analysis that will be included in the formal readout at the end of Phase 1. A description of the deliverable is provided below:

- Initial interview summaries
- Initial observations for both technology and operations derived from site visit
- Initial gaps identified during site visits
- Quick wins found that could be acted upon while the project is going on to either improve operational performance or customer experience

- Initial maturity evaluation using the maturity model tool

3.3 Deliverable 3: Final Recommendations, Strategy, and Roadmap Presentation

This deliverable will contain 2 sections with the first providing a summarized and prioritized short-term items to reduce cost, optimize operations, improve customer service quality, and/or increase revenue. Based on the evaluation of existing performance, the ISF Team's recommendations will provide goals for the following:

- Improvement of the customer experience
- Optimization of technology and operations
- Enhancement of agent performance
- Optimization of workforce and management
- Enhancement of tools and automation
- Modification and enhancement of customer and operational key metrics
- Reduction of operating expenses
- Changing the operating model to positively impact organizational culture
- Outlining commercial changes and strategy
- Baseline the customer service, technology, commercial, and operations performance (maturity module)
- Cost Analysis of current outsource vs. insource vs. industry standard outsource costs

3.4 Deliverable 4: Sourcing and Technology RFPs

The third deliverable incorporates the future state aspirations and requirements developed in the two workshops into 2 RFP documents for issuance to selected vendors:

- Sourcing RFP:
 - Vendor landscape and candidate identification
 - Call/Contact center functional requirements
 - Call/Contact center operational requirement
 - Call/Contact center technical requirements
 - Back office functional requirements
 - Back office operational requirements
 - Back office technical requirements
 - Operational KPIs and SLAs
 - Build RFP scoring process
 - Issue RFP to candidate vendors
- Contact Center Technology RFP:
 - Vendor landscape and candidate identification
 - Call/Contact center functional requirements
 - Call/Contact center operational requirement
 - Call/Contact center technical requirements

- Operational KPIs and SLAs
- Build RFP scoring process
- Issue RFP to candidate vendors

3.5 Deliverable 5: Vendor RFP Response Scoring Summary

The fourth deliverable is the outcome of facilitating and summarizing the vendor scoring process for both the sourcing and technology RFPs culminating in the down selection of vendors for presentations and site visits.

Vendor will support the CFX Procurement team in the following:

- Sourcing RFP:
 - Facilitate review of vendor proposals
 - Facilitate scoring of vendor proposals
 - Vendor proposal & scoring workshop
 - Summary of vendor proposals and scores
 - Final candidate vendor selection & notification
 - Develop site visit agenda
 - Schedule site visits
- Contact Center Technology RFP:
 - Facilitate review of vendor proposals
 - Facilitate scoring of vendor proposals
 - Vendor proposal & scoring workshop
 - Summary of vendor proposals and scores
 - Final candidate vendor selection & notification
 - Develop vendor presentations agenda
 - Schedule vendor presentations

3.6 Deliverable 6: Vendor Selection and Contract Recommendations

The final deliverable is the outcome of facilitating and summarizing the vendor site visits (Sourcing) and presentations (Technology) culminating in selection of vendor(s) to enter negotiations and execute contracts for the work outlined in the RFP documents. **Vendor will support the CFX Procurement team in the following:**

- Sourcing RFP:
 - Conduct vendor site visits
 - Conduct post site visit wrap up meetings and summarize findings
 - Conduct vendor selection workshop at the conclusion of site visits
 - Identify vendor(s) to enter contract negotiations
 - Provide written input to vendor MSA & SOW to CFX procurement to assist with negotiations
- Contact Center Technology RFP:
 - Conduct vendor presentations at CFX or vendor facilities
 - Conduct post vendor presentation wrap up meetings and summarize findings



- Conduct vendor selection workshop at the conclusion of vendor presentations
- Identify vendor(s) to enter contract negotiations
- Provide written input to vendor MSA & SOW to CFX procurement to assist with negotiations

4 Project Timeline

The ISF Team recommends a six-week Assessment phase to deliver all final deliverables via a formal executive-level readout. Timing for the Workshops will be determined by the workshop schedule but is assumed to occur immediately after the deliverable readouts. The RFP & Vendor Selection phase will run for 8 weeks and conclude once vendors are selected and the ISF team has provided input to the proposed contracts with the selected vendors.

Proposed Engagement Timeline

PPT Solutions recommends a 6-week Assessment phase to deliver all final deliverables via a formal executive-level readout. Timing for Workshop will be determined by the workshop schedule but is assumed to occur in October.

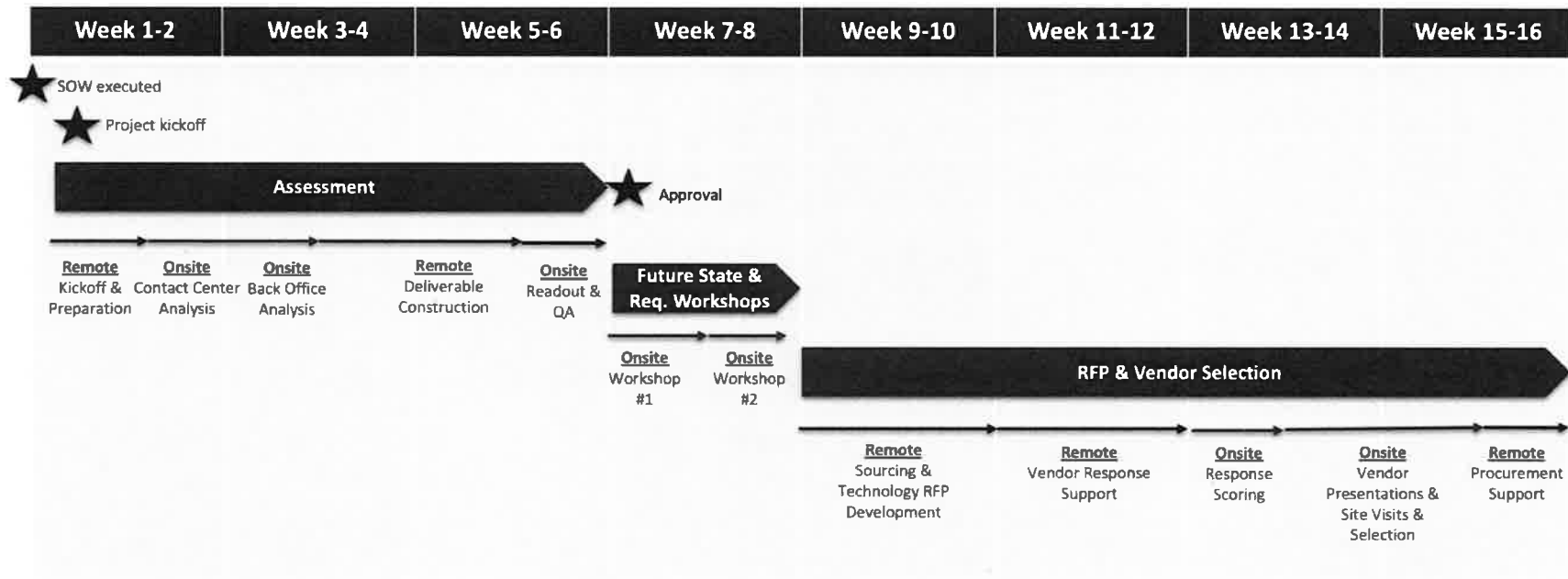


FIGURE 3: HIGH-LEVEL PROJECT TIMELINE

5 Project Approach

This section provides the general framework for ISF's approach to both phases of the project. The figure below represents a high-level description of the approach of the Future State & Requirements Phase. Each of the phases illustrated in Figure 4 is described in further detail below.

Phase 1 – Future State & Requirements Development

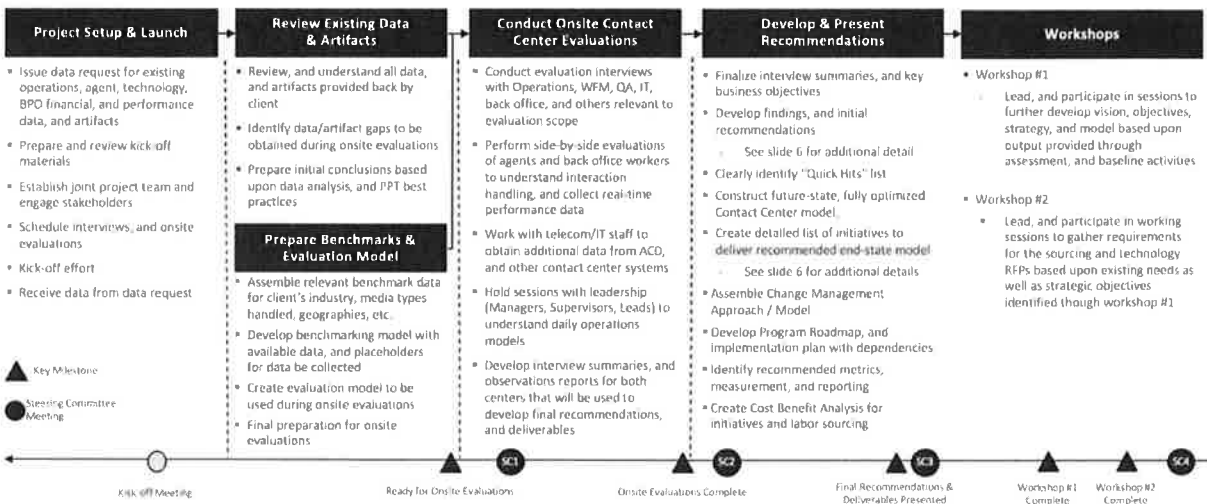


FIGURE 4: PHASE 1 APPROACH

5.1 Phase 1

A formal project kickoff meeting will be held between the ISF and CFX project teams within 15 business days of receipt of a purchase order. ISF will schedule and conduct an onsite kickoff meeting with executive sponsors, key call center leadership and other involved stakeholders. The purpose of this meeting will be to clearly articulate project goals, objectives, resource requirements, project schedule and desired future end state/vision for the finalized solution post assessment.

During the kickoff meeting, ISF will review and discuss the initial project management documents. The ISF team will seek input from CFX stakeholders to gain their insight on how the project should be executed and to confirm the expectations for final deliverables and any additional scope. Also during the kickoff, ISF will review and clarify any project assumptions. By the end of the kickoff meeting, all stakeholders will have a shared understanding of the project's scope, high-level tasks, and goals.

After kickoff, the ISF project manager will make any necessary changes to the project management documentation. In addition, the project schedule will be revised and approved by the CFX project manager before proceeding to the next phase of the work schedule.



Within the PM Plan, ISF will include a communications plan documenting the type, frequency, and recipient(s) for all project communication. A standard document repository such as SharePoint will also be identified within the project communication plan.

Milestone:

✓ **Kickoff Meeting Complete**

After the kickoff meeting, planning activities will commence. This phase involves the ISF team making formal requests for relevant project documentation and other project information regarding existing operations, agents, technology, BPO financial details and performance data, and artifacts.

ISF will use the planning phase to determine which stakeholders to include in the various work sessions, determine meeting logistics, and develop and distribute all meeting agendas. Requested materials will also be provided by CFX to ISF during this phase. Prior to commencing the site visits, there will be a review of the existing data & artifacts from the data request to provide the team a base level of knowledge of the environment prior to the site visits and preparation of the benchmark & evaluation model (Maturity Model) that will be used during the site visits.

Review of Existing Data & Artifacts

- Review, and understand all data, and artifacts provided by client
- Identify data/artifact gaps to be obtained during onsite evaluations
- Prepare initial conclusions based upon data analysis, and industry best practices

Preparation of Benchmarks & Evaluation Model

- Assemble relevant benchmark data for transportation industry, media types handled, geographies, etc.
- Develop benchmarking model with available data, and placeholders for data to be collected
- Create evaluation model to be used during onsite evaluations
- Final preparation for onsite evaluations

Milestone:

✓ **Deliverable 1: Steering Committee 1 Pre-Onsite Evaluation Review Presentation Complete**

Following the Pre-site Visit Steering Committee Meeting, , the Onsite Contact Center Evaluations begin. Details of the subtasks that the ISF Team will perform during the site evaluations is outlined below. At the conclusion of the site interviews a steering committee meeting will be conducted to provide initial observations, hypothesis, and any identified quick wins.

- Conduct evaluation interviews with Operations, Work Force Management (WFM), Quality Assurance (QA), Information Technology (IT), back office, and others relevant to evaluation scope
- CFX operations to be reviewed in detail include the Contact Center and Image Review. The Walk-In Center and Visitor Toll Pass Program will be reviewed only for the purpose of inclusion to the Sourcing RFP
- Perform side-by-side evaluations of agents and back office workers to understand interaction handling, and collect real-time performance data

• Work with telecom/IT staff to obtain additional data from Automatic Call Distributor (ACD), and other contact center systems



- Facilitate sessions with leadership (Managers, Supervisors, Leads) to understand daily operations models
- Develop interview summaries, and observations reports for both centers that will be used to develop final recommendations, and deliverables

Milestone:

✓ **Deliverable 2: Steering Committee 2 Initial Observations from Onsite Review Presentation Complete**

At the conclusion of the site visit and post-site visit steering committee meeting, detailed analysis begins which will culminate in the current state assessment, gap analysis, and future state recommendations deliverable and onsite presentation. Details regarding this deliverable and presentation are outlined below:

Develop & Present Recommendations

- Finalize interview summaries, and key business objectives
- Develop findings, and initial recommendations
- Clearly identify "Quick Hits" list
- Construct a future state, fully optimized contact center model.
- Create detailed list of initiatives to deliver recommended end-state model
- Assemble change management approach/model
- Develop program roadmap and implementation plan with dependencies
- Identify recommended metrics, measurement, and reporting
- Create cost benefit analysis for initiatives and labor sourcing and will include basis for insource vs. outsource decision

Milestone:

✓ **Deliverable 3: Final Recommendations, Strategy, and Roadmap Presentation Complete**

The Strategy & Roadmap deliverable will be used as a foundation for the 2 workshops that should start the week i after the presentation. The workshops will assist CFX in confirming goals and aspirations to be incorporated in the development of RFPs for sourcing and technology of the desired solution. A description of the workshops is provided below:

Workshops

- Workshop 1: Lead and participate in sessions to further develop vision, objectives, strategy, and model based upon output provided through assessment, along with baseline activities
- Workshop 2: Lead and participate in working sessions to gather requirements for the sourcing and technology RFPs based upon existing needs and strategic objectives identified through Workshop 1

5.2 Phase 2

This purpose of phase 2 is to develop both a sourcing and technology RFPs which will allow CFX to evaluate new providers and make a quantifiable decision based upon a RFP scoring criteria coupled with onsite visits and/or vendor presentations and reference checks. This phase will run approximately 8 weeks and the technology and



sourcing RFPs will run in parallel to each other. Information gathered from phase 1 coupled with the 2 workshops will provide the requirements set for the RFP documents. This phase is broken in to 3 discreet steps as outlined below:

Step 1: Development and issuance of the Sourcing and Technology RFPs which will include the following components:

- Sourcing RFP:
 - Vendor landscape and candidate identification
 - Call/Contact center functional requirements
 - Call/Contact center operational requirement
 - Call/Contact center technical requirements
 - Back office functional requirements
 - Back office operational requirements
 - Back office technical requirements
 - Operational KPIs and SLAs
 - Build RFP scoring process
 - Issue RFP to candidate vendors
- Contact Center Technology RFP:
 - Vendor landscape and candidate identification
 - Call/Contact center functional requirements
 - Call/Contact center operational requirement
 - Call/Contact center technical requirements
 - Operational KPIs and SLAs
 - Build RFP scoring process
 - Issue RFP to candidate vendors
- RFP requirements will be developed with purpose to **Milestone transfer** directly into final vendor contracts

✓ **Deliverable 4: Sourcing and Technology RFP Complete**

Step 2: This step summarizes the outcomes of facilitating the vendor scoring process for both the sourcing and technology RFPs culminating in the down selection of vendors for presentations and site visits which are described below:

- Sourcing RFP:
 - Facilitate review of vendor proposals
 - Facilitate scoring of vendor proposals
 - Vendor proposal & scoring workshop
 - Summary of vendor proposals and scores
 - Final candidate vendor selection & notification
 - Develop site visit agenda
 - Schedule site visits
- Contact Center Technology RFP:
 - Facilitate review of vendor proposals



- Facilitate scoring of vendor proposals
- Vendor proposal & scoring workshop
- Summary of vendor proposals and scores
- Final candidate vendor selection & notification
- Develop vendor presentations agenda
- Schedule vendor presentations

Milestone:

✓ **Deliverable 5: Vendor RFP Response Scoring Summary Complete**

The final step is the outcome of facilitating and summarizing the vendor site visits (Sourcing) and presentations (Technology) culminating in selection of vendor(s) to enter negotiations and execute contracts for the work outlined in the RFP documents as described below:

- Sourcing RFP:
 - Conduct vendor site visits
 - Conduct post site visit wrap up meetings and summarize findings
 - Conduct vendor selection workshop at the conclusion of site visits
 - Identify vendor(s) to enter contract negotiations
 - Provide written input to vendor MSA & SOW to CFX procurement to assist with negotiations
- Contact Center Technology RFP:
 - Conduct vendor presentations at CFX or vendor facilities
 - Conduct post vendor presentation wrap up meetings and summarize findings
 - Conduct vendor selection workshop at the conclusion of vendor presentations
 - Identify vendor(s) to enter contract negotiations
 - Provide written input to vendor MSA & SOW to CFX procurement to assist with negotiations
- Insource vs. Outsource comparison vs. vendor RFP
 - Use insource costs modelled from Phase 1
 - Evaluate CFX's capabilities vs. RFP respondents

Milestone:

✓ **Deliverable 6: Vendor Selection and Contract Recommendations Complete**

6 Team Organization

6.1 Reporting Relationships

The organization of the ISF team is illustrated in the chart below:

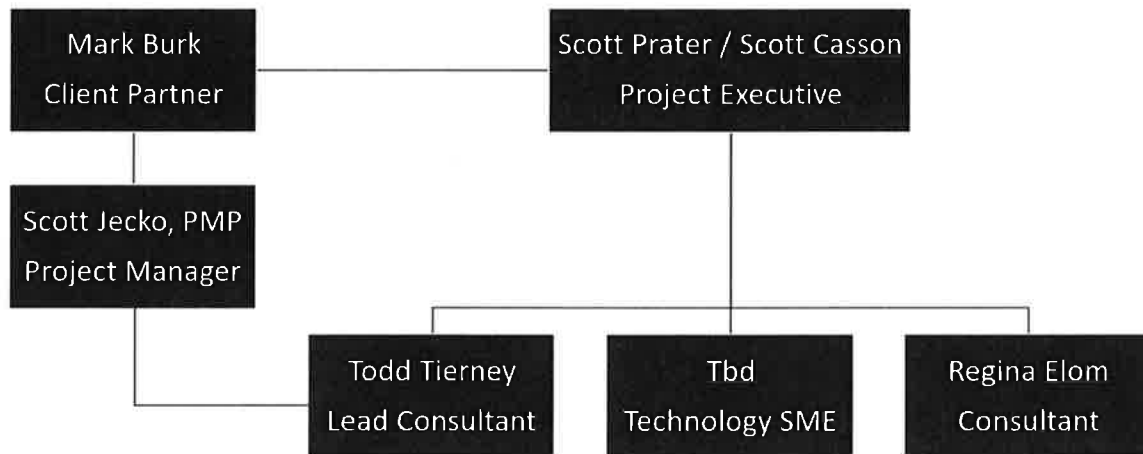


FIGURE 5: PROJECT REPORTING RELATIONSHIPS

Note: Staffing is subject to change based on issuance of purchase order and actual project start date.

6.2 Team Certifications

The ISF Team is fully qualified to perform the tasks outlined in this Statement of Work. In addition to our extensive institutional and individual knowledge and experience, our team members hold the following certifications:



Team Member	PMP Certified	Six Sigma (Green Belt)	Six Sigma (Black Belt)	Avaya	Cisco	Nice inContact	Continuous Improvement (Kaizen)
Mark Burk, Client Partner	✓	✓					✓
Scott Jecko, Project Manager	✓						
Scott Prater, PPT Vice President, Project Executive				✓	✓	✓	
Scott Casson, Project Executive	✓		✓				
Todd Tierney, Lead Consultant		✓		✓		✓	
Regina Elom, Consultant						✓	

FIGURE 6: TEAM CERTIFICATIONS



7 Respondent Pricing

The ISF Team's pricing information is provided in the table below:

Deliverable Number	Description	Total Cost
D.1	Steering Committee 1 Pre-Onsite Evaluation Review Presentation	\$78,000
D.2	Steering Committee 2 Initial Observations from Onsite Review Presentation	\$78,000
D.3	Final Recommendations, Strategy, and Roadmap Presentation	\$58,500
D.4	Sourcing and Technology RFPs	\$58,500
D.5	Vendor RFP Response Scoring Summary	\$58,500
D.6	Vendor Selection & Contract Recommendations	\$58,500
Total Cost		\$390,000



8 Best Value Pricing Statement

ISF is providing the following information to support our best value proposition for the CFX Call Center Assessment. ISF is 1 of 11 vendors on the Management State Term Contract (STC). This information is publicly available at the following link hosted by the Florida Department of Management Services. The main site's link is provided below:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services/pricing

The Management Consulting STC pricing can be found at the following URL:

<https://www.dms.myflorida.com/content/download/98054/568134/file/Management%20Consulting%20Services%20-%20Pricing%20-%2010%2012%202015.xlsx>. Below is the table that is downloadable from this link.

Management Consulting Services - Pricing			
Vendor Name	Principal	Senior Consultant	Consultant
Atkins North America, Inc.	\$225.00	\$150.00	\$135.00
Carr Riggs & Ingram, LLC	\$265.00	\$175.00	\$140.00
Ernst & Young LLP	\$430.00	\$320.00	\$250.00
Gartner, Inc.	\$390.00	\$345.00	\$255.00
Grant Thornton LLP	\$240.00	\$150.00	\$125.00
ISF, Inc.	\$170.00	\$145.00	\$110.00
KPMG LLP	\$285.00	\$210.00	\$150.00
MAXIMUS Consulting Services, Inc.	\$300.00	\$210.00	\$150.00
McGladrey LLP	\$260.00	\$180.00	\$140.00
The North Highland Company	\$220.00	\$180.00	\$150.00
Thomas Howell Ferguson P.A.	\$245.00	\$165.00	\$145.00

As identified in the table above from the highlighted row, ISF provides the best value to CFX for the three main roles we may consider leveraging for this project work. No other vendor competing on the Management



Consulting STC has lower rates than ISF in these top three positions/classifications. ISF based all pricing and estimates on the STC. As indicated above, the rate for a Principal, which is the role under which we typically provide our Project Managers and Subject Matter Experts, is \$170. The next closest rate from our competitors is \$220.

A buy decision from the Management Consulting State Term Contract provides CFX with the lowest price. Below are the State Term Contract Rates alongside our Standard Hourly Rates. As you can see, all State Term Hourly Rates are at least 15% lower than our Standard Hourly Rate.

Staffing Classification from the State Term Contract	Standard Hourly Rate	State Term Contract Hourly Rate
Principal	\$200.00	\$170.00
Senior Consultant	\$175.00	\$145.00

For this next phase of work, ISF has developed a pricing model that allows for a blended cost per resource of \$170 per hour. This includes project related expenses including travel and other project related expenses. Doing so has allowed ISF to leverage industry experts from our PPT partnership along with existing ISF staff.

9 Assumptions

9.1 General Assumptions

The ISF Team makes the following assumptions regarding the information provided in this proposal:

- ISF may require additional time post agreement to activate the project team; contract award date may not necessarily be the project start date. This may affect deliverable due dates.
- CFX will provide complete and up-to-date documentation for all existing systems and make it available for review on this project upon request by ISF.
- CFX will assign staff to work with ISF to answer questions, and to provide existing or additional documentation for business processes and systems they maintain.
- CFX will assign staff to work with ISF to answer questions and provide any required system access.
- CFX will assign staff to work with ISF to answer questions and to provide any existing documentation for business processes.
- CFX and ISF will resolve business issues and project plan-related issues within three business days if the issue does not have the potential to impact the project plan or schedule. For issues potentially impacting the forward progress of the project, ISF will work with the CFX project sponsor to immediately determine the potential impact and determine when the issue can be resolved. Should the resolution of the issue have potential impact on the forward progress of the project, either the ISF project manager or the CFX project sponsor will initiate the project change management process.
- Should the contract award date be substantially later than 11/1/2019, then CFX will work with the ISF Team to adjust project timeline accordingly.
- Engagement includes 1 physical site at the CFX corporate headquarters and call center.
- Access to all buildings, systems and data will be worked out during the Initiate phase of the project.
-

10 Appendix

10.1 Team Resumes

MARK BURK, PMP, CLIENT PARTNER

Mark Burk is the client partner for ISF’s management consulting practice. In this role, he provides executive oversight for management consulting and IV&V projects. With a strong project management background, for over 25 years, Mark’s focus has been on service delivery excellence. He has been involved in client engagements, focused on cost-saving initiatives or process improvement activities achieved by implementing best-in-class solutions (e.g. lean six sigma, data analytics, financial analysis, process modelling/software/supply/value chain mapping/software). He has worked on numerous projects ranging in size (\$100k–\$55MM) across many industries (banking/finance, state government, automotive and manufacturing, consumer packaged goods, retail, distribution). Mark has delivered solutions to project sponsors at all levels within the respective organizations. He has managed various-sized project teams including simultaneous multi-site projects at up to five locations at a time. Many projects under his supervision have directly resulted in total client savings in the \$10s of millions throughout the span of his career.

EXPERTISE AND KEY QUALIFICATIONS

- | | |
|---|--|
| <ul style="list-style-type: none"> ✓ Call center assessment ✓ Florida public sector service delivery ✓ Business/management consulting ✓ Business process outsourcing ✓ Business transformation ✓ Business, process, and enterprise architecture ✓ Data and analytics | <ul style="list-style-type: none"> ✓ Management and supervision ✓ Operations management P&L planning and analysis ✓ Process improvement/re-engineering ✓ Program and project management ✓ Strategic development ✓ Quality improvement tools and processes ✓ Risk management |
|---|--|

EDUCATION AND CERTIFICATIONS

- BA, Honors Economics, University of Windsor
- PMP Certification
- Six Sigma Green Belt
- Continuous Improvement (Kaizen)

HIGHLIGHTED SIMILAR PROJECT EXPERIENCE

<p>Hillsborough County, Florida, Call Center Assessment</p>	<p>Under Mark’s project leadership, the ISF team successfully delivered Phase I of the County’s Call Center Assessment, which included conduct a review of nine call center locations, completing an evaluation of intake software systems and overall operations, and providing Hillsborough County with recommendations regarding the utilization of centralized intake and outsourcing as options to improve overall customer service and satisfaction.</p> <p>Because of the success of Phase I, ISF is also engaged to deliver Phase I, supporting implementation of the consolidation recommendations we had provided to the County under the original scope of work.</p>
<p>Florida Department of Management Services, FirstNet Data Collection Project</p>	<p>Project Manager for the FirstNet Data Collection Project for Florida with an APV of \$1.9MM. This multifaceted project involves coordinating and collaborating with public safety entities in all 67 counties across the state, the 7 Regional Domestic Security Task Force communications manager, a sub-partner to ISF with technical knowledge and expertise with FirstNet; Key project tasks include: Weekly and monthly status reporting; Providing education and outreach via newsletter and workshops; Conducting workshops in all 7 regions three times each throughout the course of the project; Collecting information to develop wireless broadband maps – critical service areas, extended service areas; Provide weekly updates to a GIS system; Develop a detailed phased rollout plan; Develop a decision process for the Governor of Florida to review, assess and decide upon the FirstNet Plan.</p>
<p>Hillsborough County, Florida, Procurement Support Project</p>	<p>Provided review and analysis of vendor responses to Hillsborough County in their procurement process for a new version of their Next Generation 911 (NG911) system.</p>



<p>Florida Department of Management Services, NG911, Eg11 Board</p>	<p>Supported the Department of Management Services, Eg11 Board with the development of a survey to capture the wants and needs as it relates to Next Generation (NG911) 911. Analyzed and summarized survey responses and completed a summary of findings for review and presentation at the Eg11 Board meeting. Supported the development of a draft plan and ultimately the final draft plan that incorporated: Introduction of NG911, Current state of 911 System and Operations, Explanation of NG911, NG911 Initiatives and Analysis of stakeholder input that included – Strategic initiatives, statutory and regulatory, funding, governance, technology and standards, operations, outreach and engagement. Identified strategic goals for the implementation of NG911.</p>
<p>Building a Safer Florida (BASF), Disaster Contractor Network (DCN), Online Portal Development, Implementation, and Enhancement</p>	<p>Program Manager for Building a Safer Florida, Disaster Contractor Network (DCN) Online portal development, implementation and enhancement. DCN Online is a web portal that provides an online marketplace for Property Owners, Contractors and Suppliers throughout the State of Florida to match service needs. The web application was relaunched in June of 2016 and system enhancements continue through FY 2016-2017.</p>
<p>Florida Department of Health, Bureau of Preparedness and Response, Review and Analysis of Alabama Incident Management System (AIMS)</p>	<p>Program Manager for the Florida Department of Health (DOH) Bureau of Preparedness and Response review and analysis of the Alabama Incident Management System (AIMS). AIMS is currently utilized for incident management functions; including bed availability, facility status reporting, event management and alerting notification, patient tracking, and situational awareness reporting needs. ISF: Reviewed the AIMS source coding to determine the validity and stability of the application; Reviewed and validated the state, regional and county business requirements; Prepared a comparison between the AIMS data dictionary and Florida's current online database data dictionary to identify what fields will need to be revised or added to the application based on Florida's business requirements; Determined coding and other revisions needed to the web application to meet Florida's business requirements; Prepared an analysis report, including recommendations on whether the AIMS web application is valid, stable and can meet Florida's business requirements. The completion of these goals allowed DOH to operate more efficiently and accurately, and will enhance responsiveness to both internal and external data requests.</p>
<p>Additional Professional Experience</p>	<ul style="list-style-type: none"> • Engagement Lead for a major Automotive OEM, Program Management of the Contact Center PMO, P&L Management and Business Consulting: \$36MM+ annualized savings from team efforts while managing multiple programs through the sourcing process (APV ranged from \$5MM – \$25MM per year per contract); Created governance collateral and instilled Best-in-Class methods within the PMO while enabling strategic solutions and optimization for customer contact centers. • Program Manager/Business Analyst for a Fortune 100 provider of technical consulting services Consulting and Business Analytics, Program Management (PMO) of the Public Sector Risk Review Project: Lead global recommendation tracking and reporting through implementation for VP of Ethics and Compliance; Managed and coordinated global engagement activities and country specific work streams while performing business analysis with country counsel and business stakeholders. • Strategic Business Process Consultant for Financial Services Organization, Enterprise Architecture (Business Process Modeling, Enterprise Process Mapping), Strategic Planning and Development. Assisted with thought leadership and direction in deploying a global enterprise architecture repository to enable the reporting of a Bill of IT, CIO application scorecards and global reports; Documented test requirements for system deployment; Conducted strategic process work for the business CIO's to support IT transformation, convergence, cost savings and optimization of business processes and applications; Developed and deployed enterprise-wide



	<p>strategies to map applications to business processes and vice-versa by creating a global functional taxonomy for client.</p> <ul style="list-style-type: none">• Consultant to Public Sector Department of Motor Vehicles, Business Operations, Process Optimization, Technology Assessment, Executive Summary Reporting: Conducted site assessments (people, process, technology, facilities) at various field locations and back office operations along with conducting extensive analysis of transactional data; Summarized findings and recommendations for Steering Committee review.• Consultant to Major CPG Distributor, Business Operations, Procurement, Sales and Operations Planning (S&OP), Supply Chain Management: Conducted a total business and operations performance assessment (sales, supply chain, warehouse, MIS, HR, marketing, and product design); Recommendations provided to the executive management team resulted in the following initiatives: S&OP process and tool creation, Business metrics and balanced scorecard planning and creation, Organizational optimization and redesign.
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SCOTT PRATER, PROJECT EXECUTIVE

Scott Prater brings over 30 years of experience in various roles, including 18 years working with customer service technologies. He began his career in the space and defense industry and has brought the same focus and precision required to launch a satellite with him to successive roles in customer service and IT. Scott has a broad background having held various leadership roles, including private and government sectors.

In 2014 serving as the Vice President of Information Technology at Center Partners (a wholly domestic US call center outsourcer), he defined a strategic technology road map & immediately redesigned operational processes in alignment with industry best practices. This drove a reduction in capital costs by 30% and operational costs by 25% which was instrumental in positioning the company for acquisition by Qualfon.

EXPERTISE AND KEY QUALIFICATIONS

✓ Large-scale project lead	✓ Call center transformation
✓ Call center strategic technology roadmap design	✓ Public-sector call center assessments
✓ Business process innovation	✓ Cloud-based call center solution implementation

EDUCATION AND CERTIFICATIONS

- U.S. Army
- Weber State University

HIGHLIGHTED SIMILAR PROJECT EXPERIENCE

Hillsborough County Board of County Commissioners	Client Partner / Project Manager supporting the evaluation of nine call centers leading to recommendations in the following areas: Consolidation, Outsourcing and Technology Strategy to support future state recommendations e.g. IVR and CRM
VoIP Contact Center Transformation	Scott led the industry's first ever large scale hosted VoIP contact center transformation, converting 8000 seats to a hosted data center model while at AOL in 2002. Efforts included a complete call center infrastructure replacement project of the ACD, IVR, and call recording platforms.
State of Georgia Call Center Migration	Led a 4-vendor team who had never partnered before to migrate a 1,500 seat contact center for the State of Georgia in 60 days from contract award to a cloud-based solution with flawless execution
State Government Benefits Overhaul	In 2010, led a team to overhaul 38 state government benefits services IVRs to a self-servicing IVR platform, allowing states to run more efficiently. These IVRs included SNAP, TANF, and WIC programs.
Self-Service and Technology Team Strategy	Led the self-service strategy and technology teams supporting Xerox Government Solutions. Efforts included the design and deployment of analytics, IVR personalization, and fraud solutions to dramatically differentiate Xerox's capabilities from their competitors. Also led the planning and development of Xerox's first ever mobile phone self-service application for prepaid debit cards.
Representative Clients Served	State of Florida, State of Georgia, State of Texas, Comcast, Visa, The Home Depot, Xerox, T-Mobile, AOL, Avaya, Zulily, TiVo, Liberty Mutual, MoneyGram TSYS



SCOTT JECKO, PMP, CCP, PROJECT MANAGER

A Florida resident since 1996, Scott has over 20 years' experience planning, implementing, maintaining, and managing business information systems and technology services in support of Florida agency and department mission and goals. As a Software and Project Manager for the State of Florida, Scott has managed teams of up to 30 employees and ensured the completion of projects on time and under budget. Scott has Strategic Planning and Enterprise Architecture experience that enables him to see the big picture and assist in all aspects of the service development lifecycle (requirements gathering, comparative solution analysis, financial and transition planning, change management, and continuous process improvement).

EXPERTISE AND KEY QUALIFICATIONS

✓ Strategic Planning	✓ Comparative Solution Analysis
✓ Enterprise Architecture	✓ Business Case Development
✓ Project Management	✓ Business Process Improvement
✓ Software Lifecycle Management	✓ Organizational Change Management

EDUCATION AND CERTIFICATIONS

- Masters, Computer Systems Management, University of Maryland
- Bachelor of Arts, Economics, University of Maryland
- Certified Project Management Professional (PMP)
- Certified Cloud Professional (CCP)
- Certified ITIL Service Transition

HIGHLIGHTED SIMILAR PROJECT EXPERIENCE

ISF, Inc. Senior Consultant	<ul style="list-style-type: none"> • Florida Agency for Health Care Administration (AHCA) Discharge Data Collection Modernization Planning and Comparative Solution Analysis Project • Texas Department of State Health Services (DSHS) Organizational Change Management and Business Process Improvement Project • Florida Department of Transportation (DOT) Center for Transportation Disadvantaged Application Re-write and Data Migration Project
Florida Agency for State Technology Strategic Planner and Enterprise Architect	<ul style="list-style-type: none"> • Open Data Study; Partnered with IT Professional Services Provider to inventory data sources, assess open data applicability, and produce open data feasibility report • IT Service Recommendations Report; Developed IT Service priority rating tool and facilitated meetings with agency leadership to prioritize Enterprise IT Service needs • Data Center Market Analysis; Collaborated with AST Leadership, Florida Agency CIOs, NASCIO, and other states to catalog and assess state Data Center Services • IT Architecture Standards; Collaborated with state CIO and Agency CIOs & CTOs to draft and publish standards for Identity Management and Integration Services
Florida Department of Highway Safety and Motor Vehicles Software Services Manager	<ul style="list-style-type: none"> • Managed 4 Teams (Business Intelligence, Content Management, Web Services, & Mainframe) in support of public facing and backend Driver License and Motor Vehicle Systems and Projects for the Department • Documented existing Systems Development Lifecycle (SDLC); worked with Business and IT Leadership to create and implement enterprise wide SDLC. Aligned SDLC improvement needs with Professional Services Provider audit findings



SCOTT CASSON, PROJECT EXECUTIVE

Scott M. Casson is a 25-year veteran of the Contact Center/Customer Service industry and had held every possible position within the contact center from starting on the phone as an agent up to and including Senior Vice President. Throughout the past 15-years he has focused all his efforts on helping corporations, both large and small, on-shore and off-shore, improve their contact centers by delivering engagements that significantly enhanced productivity, reduced expenses, and improved their overall Customer Satisfaction. While Scott is considered a contact center generalist, he has become a Subject Matter Expert in the areas of productivity improvement through Outlier Management, Workforce Management, IVR and ACD redesign, Outbound Dialing, and Knowledge Management. Scott has also been heavily active on the Mergers and Acquisition side of the business directing both due diligence exercises, and the planning/execution of integration efforts between firms. Scott is a student of the contact center constantly looking to learn new processes, how to better implement and operate technology, and also how to improve the jobs of those who work in our centers.

EXPERTISE AND KEY QUALIFICATIONS

- | | |
|------------------------|----------------------------|
| ✓ Process Management | ✓ Operations Consolidation |
| ✓ Knowledge Management | ✓ Workforce Planning |

EDUCATION AND CERTIFICATIONS

- Xavier University
- PMP
- Six Sigma Black Belt

HIGHLIGHTED SIMILAR PROJECT EXPERIENCE

E*TRADE	Subject Matter Expert in the areas of productivity improvement through Outlier Management, Workforce Management, IVR and ACD redesign, Outbound Dialing, and Knowledge Management. Scott has also been heavily active on the Mergers and Acquisition side of the business directing both due diligence exercises, and the <u>planning/execution of integration efforts between firms.</u>
Global Outsourcer	Improve their contact centers by delivering engagements that significantly enhanced productivity, reduced expenses, and improved their overall Customer Satisfaction. Focus on performance management, staffing, training, reporting, and skills assessments.

TODD TIERNEY, LEAD CONSULTANT

Todd is a proven leader with over twenty-five years of experience delivering strategy, operations, digital / technology and outsourcing advisory services. His experience is focused on developing solutions to accomplish breakthrough performance while reducing costs, improving customer satisfaction, managing business relationships, and establishing high performing teams. Todd has become a subject matter expert in the areas of productivity improvement through contact center management, workforce management, process improvements and outsourcer oversight. Most recently, Todd was Director of Business Development at Sutherland Healthcare, a leading business process outsourcing firm. Previously, Todd was a Customer Care Product Manager with Xerox and was a Manager at Deloitte Consulting in the contact center advisory practice.

EXPERTISE AND KEY QUALIFICATIONS

- | | |
|------------------------|----------------------------|
| ✓ Process Management | ✓ Operations Consolidation |
| ✓ Knowledge Management | ✓ Workforce Planning |
| ✓ Outsource Advisory | ✓ Business Development |

EDUCATION AND CERTIFICATIONS

- Northern Kentucky University

HIGHLIGHTED SIMILAR PROJECT EXPERIENCE

County Government	Led the assessment of 14 county departments to determine the feasibility of establishing a centralized contact center to support its citizens. Focused on operational structures, performance, staffing models, technologies and budget considerations. Todd has been heavily active in directing these due diligence exercises, and the <u>planning / integration efforts going forward.</u>
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Veterinary Pharmacy	Provided leadership during the integration of an acquisition that significantly enhanced contact center productivity, reduced operating expense, maximized technology utilization, and improved overall Customer Satisfaction. Focus on performance management, workforce planning, training and skills assessments.
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REGINA ELOM, CONSULTANT

Regina Elom brings over twenty years of Contact Center leadership experience, leading teams that have consistently exceeded revenue targets and business objectives while delivering an exceptional customer experience. Regina’s combined expertise in sales and operational execution efficiencies has resulted in the overachievement of sales revenue, profitability, customer acquisition and retention goals throughout her career. Instrumental to her success, is her ability to effectively partner cross-functionally, with internal and external clients.

She has worked in the telecommunications, Healthcare, high-tech, client membership, and industrial supplies industries directing both Business to Consumer (B2C) and Business to Business (B2B) sales and customer service teams as a leader with several Fortune 100 company expansion, and others experiencing rapid growth and transformation. She is a recipient of numerous industry awards that highlight her success in Contact Center sales and operations excellence.

EXPERTISE AND KEY QUALIFICATIONS

- | | |
|-----------------------------|-----------------------------------|
| ✓ Contact center leadership | ✓ Customer experience improvement |
| ✓ Operational execution | ✓ Business process redesign |

HIGHLIGHTED SIMILAR PROJECT EXPERIENCE

Sun/Microsystems/Oracle Rebadging Program	Regina’s leadership of the rebadging program was instrumental in achieving operational, financial, and revenue goals utilizing outsourcers. The result was effective rebadging by maintaining and increasing the caliber of the customer and employee experience, as well as, maintaining high levels of employee retention and satisfaction. As an example, Regina and her manager led the re-badging of 90% of a very successful Telesales team. Through effective planning, communications, open leadership and the creation of a partnership-council, the organization overachieved its year-end revenue goal by 127%, while experiencing less than 15% unplanned attrition during the transition.
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10.2 Example Work Products

The following example work products are provided in the following pages to illustrate ISF Team capabilities:

- Figure 7: Essential Key Performance Indicators
- Figure 8: Assessment of Operational Performance
- Figure 9: Maturity Model Elaboration
- Figure 10: Scorecards, Operations, & Agent Performance
- Figure 11: Solution Prioritization & Deployment Roadmaps
- Figure 12: Cost Benefit Analysis

Essential Key Performance Indicators

While not a comprehensive set, the following Key Performance Indicators (“KPIs”) are considered critical for evaluation, benchmarking, and optimization of the client’s global contact center system.

Operations-Level KPIs		
KPI	Benchmark	High-Level Definition
Service-Level	[To Be Inserted]	% Calls Answered within established threshold
ASA	[To Be Inserted]	Average Wait Time for all calls offered
Abandonment Rate	[To Be Inserted]	Total Abandoned Calls / Total Offered Calls
Forecasting Accuracy	[To Be Inserted]	NCO / AHT Actual / Forecasted Performance
Customer Experience / Effort	[To Be Inserted]	Multiple Approaches for Measurement
Agent-Level KPIs		
KPI	Benchmark	High-Level Definition
Attendance %	[To Be Inserted]	% of scheduled Agents at work
Availability %	[To Be Inserted]	% of time at work not “Ready” to handle interactions
Shrinkage %	[To Be Inserted]	% of non-productive time
Average Handle Time	[To Be Inserted]	Average Talk + Hold + After Call Work for all interactions handled
Schedule Adherence %	[To Be Inserted]	% of time actually doing scheduled activity
Quality %	[To Be Inserted]	% of quality standards met, divided by total applicable standards
First Contact/Issue Resolution	[To Be Inserted]	% of inbound contacts, and/or issues resolved on first interaction with client

Representative only, not intended to be a comprehensive set of evaluation Ops, or Agent KPIs

FIGURE 7: ESSENTIAL KEY PERFORMANCE INDICATORS

Assessment of Operational Performance

PPT Solutions leverages a **Maturity Model Methodology** to evaluate current-state performance of critical contact center functions against best practices of other relevant high-performing operations.

Maturity Methodology - Through an iterative process of interview and observation, each category is evaluated against an in-depth list of criteria followed by confirmation through KPIs, and metrics.

Maturity Model Development - A current-state heat map will be developed for the client, with additional iterations indicating how recommendations will improve performance.

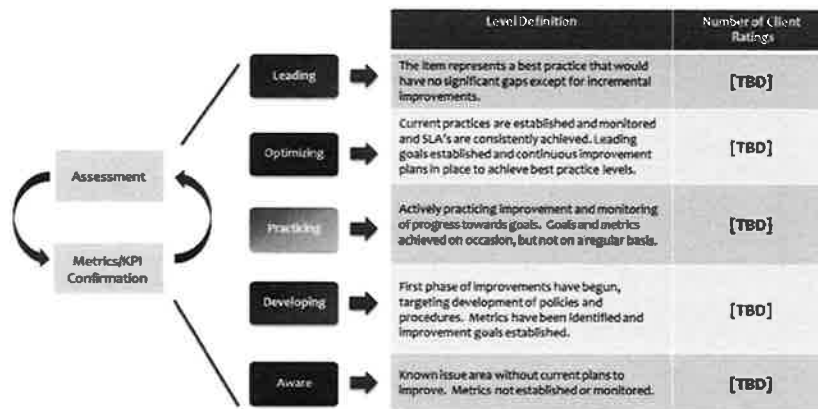
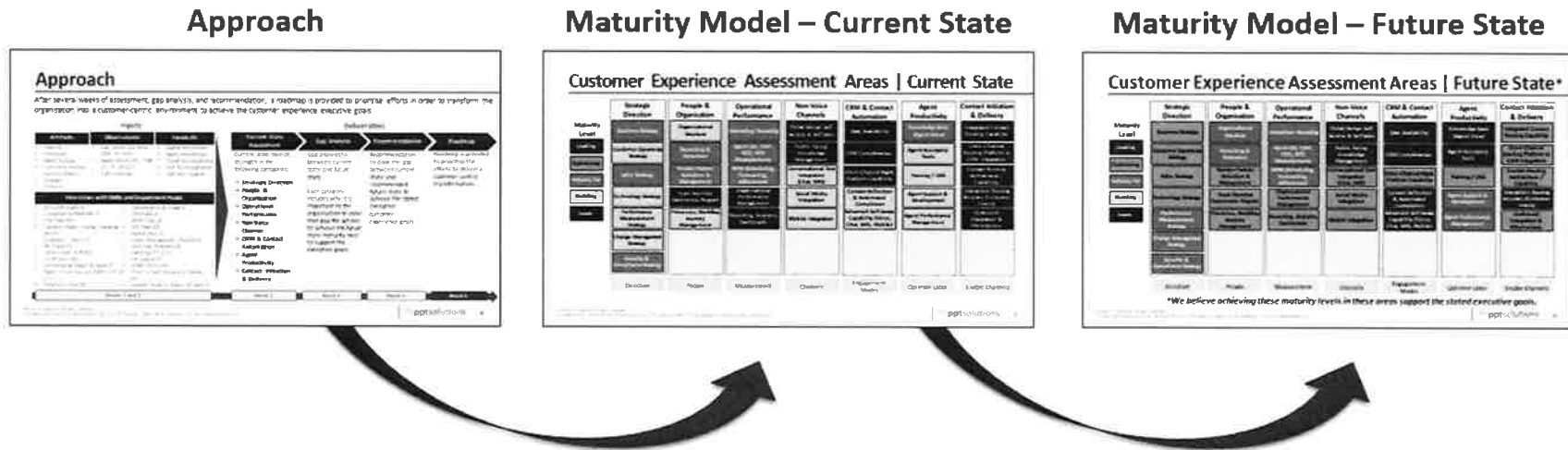


FIGURE 8: ASSESSMENT OF OPERATIONAL PERFORMANCE

Maturity Model Elaboration

The Maturity Model Methodology begins with development of the overall Evaluation/Engagement Approach, Onsite Center analysis identifies current-state maturity, and detailed initiatives informs future-state maturity.



Elaboration to the future-state model informed directly by Quick Wins, and Detailed Initiative list

FIGURE 9: MATURITY MODEL ELABORATION



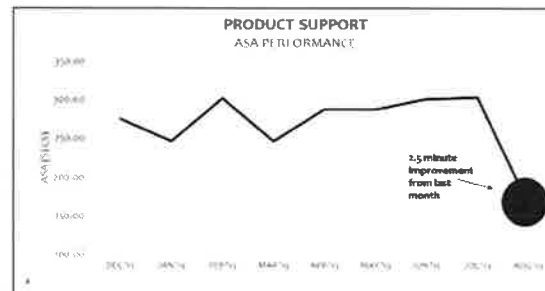
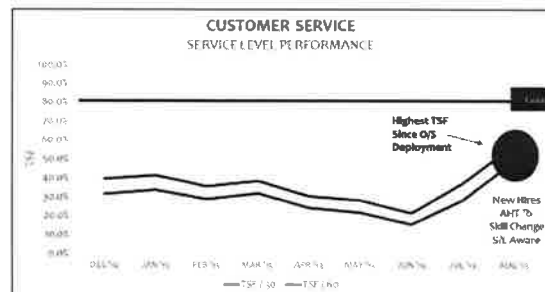
Scorecards, Operations & Agent Performance

Scorecards

Key Performance Indicator (KPI) (Overall Trend)	Class	Trend	Performance or Objective	Opportunity (Overall Trend)
Primary Operations Level KPIs				
Service Level / TSF	99.0%	↑	87.0%	●●
ASA (seconds)	4.10	↓	11.10	●●
Abandonment %	2.0%	↓	20.0%	●●
Partial Call %	0.0%	↓	1.0%	●●
Answered with Priority Skill %	65.0%	↓	60.0%	●●
Average Handle Time (minutes)	2.9%	↓	1.0%	●●
Staffing Efficiency %	73.0%	↓	70.0%	●●
Secondary Operations Level KPIs				
Occupancy %	10.0%	↓	60.0%	●●
Idle %	48.0%	↓	18.0%	●●
Forecasting Accuracy %	Not Measured	↓	90.0%	●●
CSAT % (SAC %)	Not Measured	↓	90.0%	●●
End-to-End Customer Cycle Time	300	↓	300	●●

Key Performance Indicator (KPI) (Overall Trend)	Class	Trend	Performance or Objective	Opportunity (Overall Trend)
Agent Level KPIs				
Attendance % (ave)	87.0%	↑	80.0%	●●
Not Ready %	11.0%	↓	10.0%	●●
Phone Utilization %	99.0%	↓	90.0%	●●
AHT (minutes)	1.5	↓	1.0%	●●
Calls Per Hour (All & Q&A)	7.0	↓	7.0%	●●
Schedule Adherence %	Not Measured	↓	90.0%	●●
Quality %	87.0%	↓	80.0%	●●
Secondary Agent Level KPIs				
"Thank to Queue" %	0.0%	↓	0.0%	●●
Occupancy %	10.0%	↓	60.0%	●●
Idle %	48.0%	↓	18.0%	●●
CSAT % (SAC %)	Not Measured	↓	90.0%	●●

Operations Performance



Agent KPIs

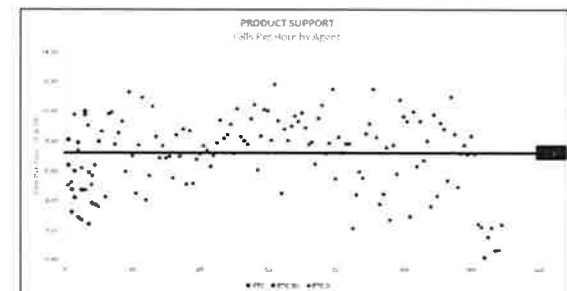
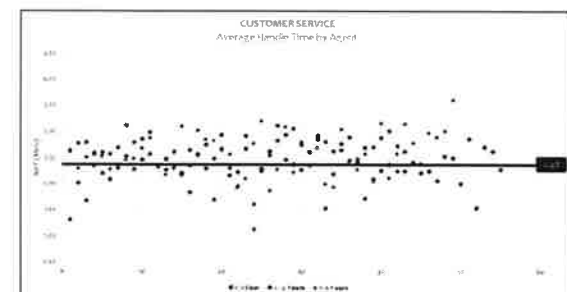
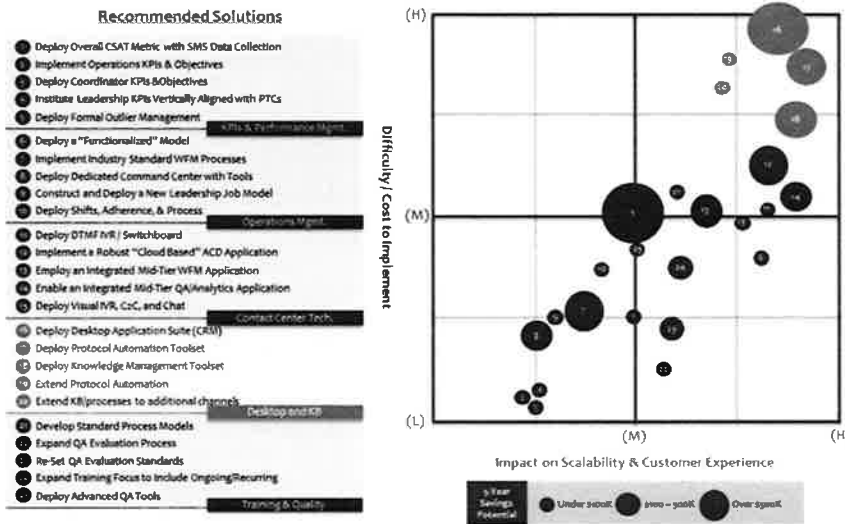


FIGURE 10: SCORECARDS, OPERATIONS & AGENT PERFORMANCE

Solution Prioritization & Deployment Roadmaps

Prioritization Matrix



Deployment Roadmaps

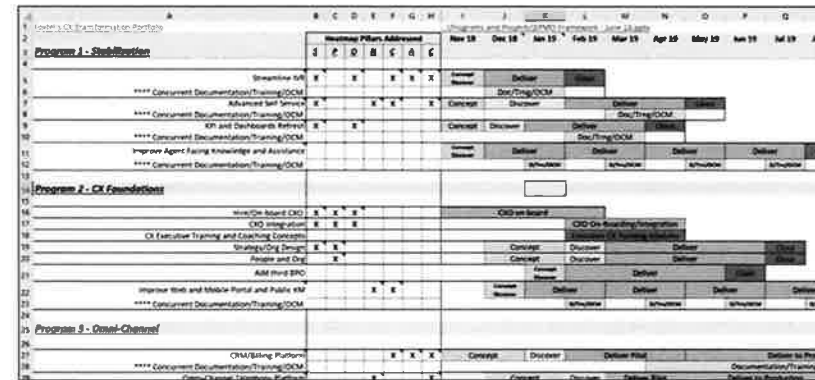


FIGURE 11: SOLUTION PRIORITIZATION & DEPLOYMENT ROADMAPS

Cost Benefit Analysis

PPT Solutions produces an in-depth Cost Benefit Analysis (“CBA”) as a result of the Assessment engagement which informs cash flow timing driven from dates, and durations outlined in the Deployment Roadmap. This will include an insource vs. outsource cost benefit analysis.

Assumptions

Analysis – Costs & Benefits

Results – Current State & Opportunity Cost Model

FIGURE 12: COST BENEFIT ANALYSIS

EXHIBIT 2. STATE CONTRACT

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**State Term Contract
No. 973-000-14-01
For
Management Consulting Services**

Between Florida Department of Management Services and Contractor

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and Contractor.

The Contractor submitted a reply to the Department's Invitation to Negotiate (ITN) 02-973-000-A for Management Consulting Services. After evaluation of replies and concluding of negotiations, the Department has determined that the Contractor's reply provides the best value to the State of Florida and has decided to enter into this Contract for Management Consulting Services.

Accordingly, the Department and Contractor agree as follows:

I. Scope of Services

The services to be timely rendered by the Contractor pursuant to this Contract are defined and described in detail in Exhibit C, Scope of Services.

II. Initial Contract Term

The Initial Contract Term of this Contract for Management Consulting Services will be for three (3) years. The Initial Contract Term shall begin on January 15, 2014 or on the last date upon which this Contract is signed by all parties, whichever date is later.

III. Renewal Term(s)

Upon mutual written agreement, the Department and the Contractor may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term of three (3) years, in accordance with Section 287.057(13), F.S., and if deemed in the best interest of the State.

IV. Contract

This Contract, together with the following attached documents (exhibits), set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All exhibits attached to this Contract are incorporated in their entirety into, and form part of, this Contract. The Contract has the following exhibits:

- a) Exhibit A: Special Contract Conditions, from Section 4.0 of ITN 02-973-000-A as modified during negotiations

State Term Contract No. 973-000-14-01
For
Management Consulting Services

- b) Exhibit B: General Contract Conditions, Form PUR 1000 (10/06)
- c) Exhibit C: Scope of Services, from Section 6.0 (Technical Specifications) of ITN 02-973-000-A
- d) Exhibit D: Contractor Pricing, as provided in the best and final offer submitted on October , 2013
- e) Exhibit E: Contract Forms, Forms 1 through 4

In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

- a) The Contract
- b) Exhibit A: Special Contract Conditions
- c) Exhibit B: General Contract Conditions
- d) Exhibit C: Scope of Services
- e) Exhibit D: Contractor Pricing
- f) Exhibit E: Contract Forms

V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both parties. Any future amendments of the Contract which alter the definition of the services shall define the services in the same format as Exhibit C, Scope of Services.

Notwithstanding the order listed in section IV, amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

VI. Contract Notices

In addition to the provisions in section 38 of Form PUR 1000 (10/06), contract notices may be delivered by email to the Contractor's designated contact person as prescribed in section VII.

VII. Contract Management

The Department employee who is primarily responsible for maintaining the Contract administration file shall be as follows:

Corina Chiorescu
Contract Manager
Department of Management Services
4050 Esplanade Way #360
Tallahassee, FL 32399-0950
Telephone: (850) 921-0030
Fax: (850) 414-6122
E-mail: corina.chiorescu@dms.myflorida.com

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The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

The Contractor shall assign one individual to serve as the designated contact person for this Contract. All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person. It will be the designated contact person's responsibility to coordinate with necessary Customer personnel as required to answer questions and resolve issues. The Contractor must provide written notice to the Department if a new employee is designated as the contact person for this Contract.

This Contract shall be effective on January 15, 2014 or on the last date upon which this Contract is signed by all parties, whichever date is later.

Contractor

Signature

Print Name

Date

STATE OF FLORIDA
Department of Management Services

Kelley J. Scott
Director of State Purchasing and
Chief Procurement Officer

Date

State Term Contract No. 973-000-14-01
For
Management Consulting Services

**EXHIBIT A: SPECIAL CONTRACT CONDITIONS
FOR
STATE TERM CONTRACT
NO. 973-000-14-01
MANAGEMENT CONSULTING SERVICES**

1. BACKGROUND CHECK

If required by the Customer and in accordance with the Customer's instructions, the Contractor shall ensure that background checks, including criminal history checks, are conducted on current and newly-hired employees, including subcontractor employees, prior to the employee or subcontractor providing services under the Contract. Employees and subcontractors of the Contractor providing services per the Contract may be considered persons of special trust and therefore may be required to undergo a Level II background check. The Customer and Contractor may negotiate which party will pay the Florida Department of Law Enforcement and Justice Department fees for the background check. The Contractor shall not allow any employee or subcontractor employee to assist in the providing of services under the Contract if the background checks indicate that the employee fails to meet the qualification standards established for certain State employees pursuant to section 435.04(2), Florida Statutes.

The Contractor shall require its employees and subcontractor employees to report to the Department any criminal matter that the employee has been involved in, whether it is an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld, as soon as reasonably possible, and in no event later than two business days of such incident.

The Department shall have the right to audit compliance with this section at any time, and the Contractor and its subcontractors shall cooperate with this audit process.

2. SUBCONTRACTING

The Contractor shall be fully responsible for all work performed under the Contract, including, but not limited to, planning, managing, implementing, operation, supporting, and warranties if applicable. The Contractor is solely responsible for ensuring that their subcontractor performs as specified in the Contract. The Contractor shall submit a copy of Form 1: Subcontracting (Exhibit E) to the Department for all subcontractors the Contractor wishes to partner with to provide services under the Contract. During the term of the Contract, subcontractors may be substituted or added by submitting Form 1 to the Department. Before any work is performed under a Statement of Work, the Customer must approve all subcontractors in writing.

Upon reasonable notice to the Contractor, the Department reserves the right to adjust and revise the fields and information collected in Form 1: Subcontracting (Exhibit E) at any time during the Contract.

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3. DEFAULT

Failure to adhere to Contract terms and conditions may be handled in accordance with Rule 60A-1.006, Florida Administrative Code. The Department may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

4. DATA SANITIZATION

At termination of the Contract, regardless of the reason for termination, the Contractor will return all data owned by the Customer in a standard electronic format of the Customer's choosing. This shall be done no later than 30 days after termination of the Contract. Once all data has been returned and accepted by the Customer, the Contractor shall erase, destroy, and render unrecoverable all Customer-owned data and certify in writing that these actions have been completed and that destruction has been performed according to National Institute of Standards and Technology, Special Publication 800-88, "Guidelines for Media Sanitization" (2006). This shall be done within 14 days of acceptance of the data by the Customer.

5. COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapter 60A-1, of the Florida Administrative Code, govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 274a of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any applicable laws or rules shall be grounds for Contract termination.

6. INTELLECTUAL PROPERTY

Any intellectual property created as a result of the Contract is subject to following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, the Contract shall become the exclusive property of the of the Customer and may be copyrighted, patented, or otherwise restricted as provided by Florida or Federal law. Neither the Contractor nor any individual employed under the Contract shall have any proprietary interest in the product.
- B. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Customer.

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- C. The foregoing shall not apply to any preexisting software or other work of authorship used by the Contractor to create a deliverable that exists as a work independently of the deliverable, unless the preexisting software or work was developed by the Contractor pursuant to a previous Contract with the Customer or a purchase by the Customer under a State Term Contract.
- D. The Customer shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
- The written source code;
 - The source code files;
 - The executable code;
 - The executable code files;
 - The data dictionary;
 - The data flow diagram;
 - The work flow diagram;
 - The entity relationship diagram; and
 - All other documentation needed to enable the Customer to support, recreate, revise, repair, or otherwise make use of the software.

This ownership interest will continue after the expiration or termination of the Contract.

7. SECURITY ACKNOWLEDGEMENT

The prospective Contract will include security provisions addressing the following:

- A. Designating a primary point of contact that the Contractor will coordinate with relative to information security issues that may arise in any resulting Contract;
- B. Prohibiting the exposure of any Customer data without prior approval from the Customer's primary contact;
- C. Prohibiting the access of any Customer data without the prior approval from the Customer's primary contact;
- D. Granting the Customer the ability to conduct or use a third party to conduct security assessments to verify compliance with security requirements;
- E. Stating that ownership of Customer data will remain with the Customer;
- F. Stating that the Respondent will not use or redistribute any Customer information processed, stored, or transmitted by the Contractor except as specified in the Contract;
- G. Stating that at no time will Customer data be processed on or transferred to any portable or laptop computing device or any portable storage medium by the Contractor unless that device or storage medium is in use as part of the Contractor's designated backup and recovery processes;

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- H. Stating that at Contract termination, all Customer data will be returned to the Customer in a usable format to be agreed upon by the Customer and the Contractor; and
- I. Stating that at Contract termination, after all termination requirements have been met, the Contractor shall erase, destroy, and render unrecoverable all Customer data and certify in writing that these actions have been completed within specified Contract timeframes and that destruction will be performed according to National Institute of Standards and Technology, Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov/>.
- J. Section 7 (Security Acknowledgement) survives the termination of this contract.

8. TRANSACTION FEE

All payments made under the Contract will be assessed a transaction fee as provided in Section 14 of the PUR 1000. Please review this section for more information regarding the Transaction Fee.

9. MFMP ORDERING INSTRUCTIONS

- A. The Contractor agrees to meet the following requirements:
 - 1. Provide appropriate contact information for customers to use for product and /or service inquiries and purchases, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
 - 2. If orders are to be sent to resellers or distributors for fulfillment then the Contractor is responsible for providing this list of authorized resellers or distributors for use
 - 3. The accuracy of this information must be maintained by Contractor throughout the duration of the statewide contract; and
- B. Contractor agrees that DMS controls which statewide contracts appear in MFMP and that DMS may elect at any time to remove any Contractor's offering from MFMP.
- C. Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

10. ELECTRONIC INVOICE

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below.

SECTION 1. cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via

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the ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for eInvoicing.

SECTION 2. EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

SECTION 3. PO Flip via ASN

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

11. PURCHASING CARD PROGRAM

Acceptance of Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa) is encouraged, but is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Customer.

12. PRICING

The Contractor shall adhere to the negotiated ceiling prices, which are incorporated by reference into the Contract. Negotiated prices are "not to exceed" prices and lower pricing may be negotiated by the Customer under this Contract.

13. PROJECT-BASED PRICING

A project-based pricing model may be used by the Customer instead of an hourly rate model to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model shall adhere to the RFQ requirement in Section 18 and shall negotiate all pricing, fees, and related expenses associated with the completion of each task and deliverable with the selected Contractor. Project-based pricing should be fully detailed in the Customer's Statement of Work.

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14. DETAIL OF BILLS

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

15. BILLS FOR TRAVEL

The Customer is not responsible for travel expenses unless he/she authorizes it in writing at the time of issuing the purchase order. If authorized by the Customer, bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.

16. PUBLIC RECORDS

- A.** The Contract shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked "Confidential" are responsive, the Department will provide the Contractor redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statutes, or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "confidential" (unless otherwise prohibited by applicable law). The Contractor also agrees, at no expense of the Department, to cooperate with the Department in seeking reasonable arrangements to protect the confidential and proprietary nature of the information labeled "Confidential."

- B.** If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
 2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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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.
4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract 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 Department in a format that is compatible with the information technology systems of the Department.

The Department may unilaterally cancel this Contract for refusal by the Service Provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

17. FINANCIAL CONSEQUENCES FOR NON-PERFORMANCE

The State reserves the right to withhold payment or implement other appropriate remedies when the Contractor has failed to perform/comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

18. RFQ REQUIREMENT

Before issuing a Statement of Work under this Contract, the Customer shall issue Requests for Quote (RFQs) to all Contractors. When drafting an RFQ, the Customer must include the following information, but may also include additional information:

1. Statement of Purpose / Need
2. Scope of Work
3. Project Tasks and Deliverables
4. Project Timeline
5. List of Contractor Responsibilities
6. Qualifications / Certifications of the Consultant(s)
7. Method of Compensation
8. Financial Consequences for Non-Performance
9. Special Terms and Conditions

19. STATEMENT OF WORK

A. Statement of Work Overview

A Customer shall order services by issuing a Statement of Work. Statements of Work should establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific projects. It is the responsibility of the Customer to determine the appropriate scope for a Statement of Work.

B. In creating Statements of Work, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and

any such conflicting terms shall be resolved in favor of terms most favorable to the Customer, as determined by the Department). Specific terms and conditions within a Statement of Work are only applicable to that specific Statement of Work and shall not be construed as an amendment to this Contract.

C. Statement of Work Requirements

The following items should be included in every Statement of Work issued by a Customer. All parties to a transaction are responsible for ensuring compliance with this section.

1. Contract Manager

Every Statement of Work should name a Customer Contract Manager, who will be the main Customer point of contact for all issues related to the Services performed under that Statement of Work. The Customer's Contract Manager is the person authorized to make or approve any changes in the requirements of a Statement of Work. In the event the Contractor(s) makes any changes at the direction of any person other than the Contract Manager, the change will be considered to have been without authority and no adjustment will be made in the Statement of Work price to cover any increase in costs occurred as a result thereof. The Customer's Contract Manager is a single point of contact for the Contractor, and has the authority to obtain decisions on behalf of the Customer. The Contract Manager may be responsible for, but not limited to, the performance of the following functions, some of which may be delegated to other Customer staff:

- a. Provide a liaison between the Customer and the Contractor
- b. Review, verify, and approve invoices from the Contractor
- c. Resolve any contractual problems
- d. Ensure the timely review by the Customer of all planning documents
- e. Report on project progress to Customer management
- f. Meet with the Contractor to convey information about schedule, timing, and content of upcoming Deliverables, as well as raising problems and issues
- g. Meet with the Contractor and inform Customer management on the Contractor's problems and issues
- h. Facilitate resolution of problems
- i. Functions as the source of all material sent to the Contractor
- j. Receive all Deliverables from the Contractor
- k. Archive all Deliverables received from the Contractor
- l. Review all Change Requests looking for communications issues during the problem's lifecycle and follow-up on unresolved issues regarding reproducibility, significance, etc.
- m. Review and approve all subcontractors that the Contractor intends to use

2. Project Completion Dates

Costs to the Customer for each Deliverable and the completion date must be agreed upon in the Statement of Work. The completion date shall be based on the Contractor's project plan and the Customer's needs. The Contractor shall complete each project within the agreed cost and by the estimated completion date, unless the completion date is properly modified.

3. Statement of Work Termination for Cause

In addition to those reasons given in the Contract, the Customer may outline any additional actions or non-actions that may result in a "for cause" termination of the relevant Statement of Work.

4. Statement of Work Changes

Customer is responsible for ensuring that Statements of Work specify the process for change order requests.

5. Statement of Work Recommendations

Customers should consider the following items when creating a Statement of Work. The items here are not mandatory, but the Department strongly suggests that Customers (and Contractors) consider addressing these issues when relevant. This list is not intended to be an exhaustive list; other sections of this Contract contain Statement of Work-level permissions.

a. Inspection and Acceptance

Customers may add specific information related to inspection and acceptance of services, if they so desire.

b. Liability Insurance

If, in the sole discretion of the Customer, liability insurance greater than that required by this Contract is necessary to insure the project, scope of work, or other Deliverables, the additional required insurance amounts should be detailed in the Statement of Work.

c. Minority Participation

Certain State of Florida subdivisions, as well as other Customers, may choose to include participation measures at the time that they conduct Statement of Work RFQs. Therefore, Statements of Work awarded hereunder may include provisions for participation by certified minority and women-owned Contractors or subcontractors, pursuant to processes established by such Customers with respect to such measures.

d. Performance Bond

The Customer, in its sole discretion, may require the Contractor to furnish without additional cost a performance bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of work under a particular Statement of Work. The appropriateness of this bond requirement and the amount of such bond, if deemed necessary, is the sole responsibility of the Customer.

e. Performance Management System

The Department recommends that the Customer require Contractor to have a performance management system to track project cost, schedule, deviations, and status.

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For
Management Consulting Services

20. CONTRACTOR RESPONSIBILITIES

In accepting a Statement of Work, the Contractor recognizes its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Statements of Work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Each Statement of Work should name a Customer Contract Manager; however, these Contract Managers may be working members of teams and should not be expected to perform supervisory functions.

Contractor's management responsibilities include, but are not limited to, the following:

1. Ensuring personnel understand the work to be performed on Statements of Work to which they are assigned
2. Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer
3. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer
4. Regularly assessing personnel performance and providing feedback to improve overall task performance
5. Ensuring high quality results are achieved through task performance

The Contractor shall not perform any inherently governmental actions under this Contract.

21. OTHER CONTRACTORS

A. Other Work

The Customer may undertake or award other contracts, Statements of Work, or other arrangements for additional or related work, and the Contractor shall reasonably cooperate with such other Contractors and pertinent Customer personnel. The Contractor shall not commit or permit any act that shall interfere with the performance of work by any other Contractors or by Customer personnel.

B. Transition of Work

The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of any Statement of Work or other contract, project, or other agreement, if necessary.

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When appropriate, Statement of Work management personnel shall meet with a successor Contractor to coordinate Statement of Work transition. Discussions may include personnel transition to the successor Contractor or the transition of Statement of Work-specific items such as Customer or Contractor furnished supplies, materials, equipment, and services.

22. TREATMENT OF CUSTOMER ASSETS

Title to all property furnished by the Customer under this Contract or any Statement of Work shall remain with the Customer, and Contractor shall surrender to the Customer all property of the Customer prior to settlement upon completion, termination, or cancellation of any Statement of Work.

Any property of the Customer furnished to the Contractor shall, unless otherwise provided herein or approved by the Customer, be used only for the performance of the Services.

23. CONTRACTOR WARRANTIES

The Contractor agrees to the following representations and warranties:

1. **Repair of Damaged Data Warranty.** The Contractor represents that, should any defect or deficiency in any Deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer's Contracting Officer, all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer.
2. **Quality Assurance Warranty.** The Contractor represents that it will at all times use a formal Software development process when the Services or Deliverables involve software modification or development.
3. **Limitation of Warranty for Customer-Furnished Software.** In lieu of any other warranty expressed or implied herein, the Customer warrants that any programming aids and software packages supplied for Contractor use as Customer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the Customer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should Customer-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the Contractor shall notify the Customer's Contracting Officer and supply documentation regarding any defects and their effect on progress on the Statement of Work. The Customer's Contracting Officer will consider equitably adjusting the delivery performance dates or Statement of Work price, or both, and any other contractual provision affected by the Customer-furnished property in accordance with the procedures provided for in the clause of this contract entitled "Changes".

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24. STATEMENT OF WORK TERMINATION

Upon the termination of any Statement of Work or a portion thereof, the Customer may require the Contractor to deliver to the Customer any Deliverables specifically produced or acquired for the performance of such part of any Statement of Work. Customer shall pay the Contractor for Deliverables received and accepted by the Customer, however, in no event shall the Customer pay to the Contractor an amount greater than the Contractor would have been entitled to if the Statement of Work were not terminated.

After receipt of a notice of termination, and except as otherwise directed by the Customer, the Contractor shall stop performing services on the date, and to the extent specified, in the notice.

The Contractor shall accept no further Statements of Work for additional or other services related to the affected Statement of Work, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and/or subcontracts related to the terminated Statement of Work and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Customer to the extent required, which approval or ratification shall be final for the purpose of this section.

The parties shall also settle any transfers of property which may have been required to be furnished to Customer or which otherwise belongs to the Customer; and Contractor shall provide written certification to the Customer that the Contractor has surrendered to the Customer all said property.

The termination of a Statement of Work shall not affect the performance or quality of any other unrelated Statement of Work being performed by the Contractor for the same Customer or any other Customer.

25. INSURANCE REQUIREMENTS

Insurance Coverage

Commencing no later than five calendar days after execution of this Contract, the Contractor shall, at its own expense, secure and maintain the insurance coverage required by law and explicitly required by this section and shall provide proof to the Department for approval. Performance may not commence on this Contract until such time as insurance is secured by the Contractor and approved by the Department.

Commercial General Liability

The Contractor shall secure and maintain commercial general liability insurance in a face amount of \$5,000,000. The Department shall be named as an additional insured in the general liability coverage policy. Each policy shall include thirty (30) calendar days prior written notice to the Department of cancellation for any coverage.

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Workers' Compensation Insurance

The Contractor shall secure and maintain workers' compensation insurance as required for the State under the relevant workers' compensation law. The workers' compensation insurance shall cover all employees connected with the Services provided under this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Federal and Florida workers' compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the workers' compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

Professional Indemnity Insurance

The Contractor shall secure and maintain professional indemnity insurance that shall cover Professional Liability and Error and Omissions in the face amount of \$5,000,000.

Auto insurance

The Contractor shall secure and maintain liability coverage in minimum limits of \$2,000,000 (with umbrella) on all automobiles used in performing the services under the Contract.

Subcontractor Provider Insurance Coverage

Before providing services to the Customer, any subcontractor of the Contractor shall provide insurance as follows:

General Liability - \$2,500,000;
Workers' Compensation – statutorily required amount; and
Automobile Liability (with umbrella) - \$2,000,000.

The Contractor's major subcontractors shall provide the following additional insurance:
Errors and Omissions -- \$2,500,000.

Proof of Insurance

At the request of the Department, the Contractor shall provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least 30 days prior to the expiration or termination of any insurance.

Deductible Amounts

The deductible amounts for any peril shall not exceed those determined by the Contractor to be customary in the industry. The Contractor shall be responsible for payment of its deductible.

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Self-Insurance

For any required insurance coverage, the Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.

26. REPORTING REQUIREMENTS

Each Contractor shall submit a sales report on a quarterly basis using Form 2: Contract Quarterly Report. Reporting periods coincide with the State Fiscal Year:

- Quarter 1 - (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Contract Quarterly Report must be in Excel format and shall include:

- Contractor's Name and contact information
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail (See Form 2: Contract Quarterly Report)

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the Contractor being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

Upon reasonable notice to the Contractor, the Department reserves the right to adjust and revise the fields and information collected in Form 2: Contract Quarterly Report (Exhibit E) at any time during the Contract.

27. PREFERRED PRICE AFFIDAVIT REQUIREMENT

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, section 216.0113, Florida Statutes, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in Section 4(b) of the PUR 1000 form. If awarded, the Contractor agrees to submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit.

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28. E-VERIFY

Pursuant to State of Florida Executive Order No.: 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, the Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the State Term Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

29. SCRUTINIZED COMPANIES LIST

The Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

EXHIBIT B: GENERAL CONTRACT CONDITIONS

**State of Florida
PUR 1000
General Contract Conditions**

Contents

1. Definitions.
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8. Safety Standards.
9. Americans with Disabilities Act.
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11. Transportation and Delivery.
12. Installation.
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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on

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quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner

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acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the

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Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

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17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the

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product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

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23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within

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the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

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28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

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33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any

lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to

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For
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enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**EXHIBIT C: SCOPE OF SERVICES
FOR
STATE TERM CONTRACT
NO. 973-000-14-01
MANAGEMENT CONSULTING SERVICES**

1. OVERVIEW

This exhibit contains Job Title and service descriptions. The Job Title descriptions contain the functional responsibilities of the personnel provided by the Contractor to provide services under the Contract. Section 3 contains a list of the types of services the Contractor will be required to provide under the Contract.

2. JOB TITLES

A. Principal

Functional Responsibilities:

- Providing executive level consultation services to the Customer
- Providing senior-level interface with the Customer and manages daily operations
- Ensuring the timely performance and completion of all contractual obligations
- Organizing and directing the overall performance of the contract
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources, and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

B. Senior Consultant

Functional Responsibilities:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects
- Providing technical and subject matter expertise in fulfillment of Statements of Work
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing project tasks in successful delivery of services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Statements of Work
- Possessing authority and responsibility for the execution of Statements of Work

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- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on all Statements of Work and projects
- Organizing, directing, and managing support services

C. Consultant

Functional Responsibilities:

- Applying administrative, consultative, and technical expertise in fulfillment of Statements of Work
- Planning, organizing, executing, and controlling project tasks in successful delivery of services
- Interfacing with client on a day-to-day basis to ensure delivery of project status
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects
- Directing project activities in fulfillment of contract deliverables and Statements of Work
- Training Customer personnel through formal classroom courses

D. Junior Consultant

Functional Responsibilities:

- Applying a broad set of subject matter and technical expertise
- Directing the completion of projects within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

E. Program and Administrative Support

Functional Responsibilities:

- Coordinating and providing administrative support services to project staff
- Supporting the production of project deliverables and performing administrative functions required to complete work related to the project
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all Contract deliverables

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For
Management Consulting Services

3. MANAGEMENT CONSULTING SERVICES

Contractors shall provide expert advice, assistance, guidance, or counseling in support of agencies' mission-oriented business functions. This may include studies, analyses, and reports documenting any proposed developmental, consultative or implementation efforts.

Management Consulting Services shall include, but are not limited to, the following:

- Management or strategy consulting
- Program planning and evaluations
- Studies, analyses, scenarios, and reports relating to an agency's mission-oriented business programs or initiatives
- Executive/management coaching services
- Customized business training as needed to successfully perform/complete a consulting engagement
- Policy and regulation development assistance
- Process and productivity improvement
- Expert Witness services in support of litigation, claims, or other formal cases
- Advisory and assistance services
- Systems alignment and consolidation

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For
Management Consulting Services

**EXHIBIT D: CONTRACTOR PRICING (EXAMPLE)
FOR
STATE TERM CONTRACT
NO. 973-000-14-01
MANAGEMENT CONSULTING SERVICES**

VENDOR PRICING

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	\$___	\$___	\$___	\$___	\$___

Pursuant to Section 12 of Exhibit A: Special Contract Conditions, hourly rates are ceiling prices.
Pursuant to Section 15 of Exhibit A: Special Contract Conditions, hourly rates do not include travel expenses.

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For
Management Consulting Services

EXHIBIT E: FORMS
STATE TERM CONTACT
NO. 973-000-14-01
MANAGEMENT CONSULTING SERVICES

Forms included in this exhibit:

- FORM 1: Subcontracting
- FORM 2: Contract Quarterly Report (MS Excel File)
- FORM 3: Contact Information and Ordering Instructions
- FORM 4: Savings/Price Reductions

FORM 1: SUBCONTRACTING

The Contractor should complete and submit to the Department the information below on all subcontractors that will be providing services to the Contractor to meet the requirements of the resultant contract. Submission of this form does not indicate the Department's approval of such subcontractor(s), but provides the Department with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

E-mail address: _____

Current Registered as Certified Minority Business Enterprise (CMBE) or Women-Owned Business (WBE).

Yes _____

No _____

Occupational License No: _____

Is the Subcontractor's Certificate of Insurance provided with this form?

Yes _____

No _____

W-9 verification:

Yes _____

No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

Note: Upon reasonable notice to the Contractor, the Department reserves the right to adjust and revise the fields and information collected in Form 1: Subcontracting at any time during the Contract.

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FORM 2: CONTRACT QUARTERLY REPORT (MS EXCEL FILE)

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FORM 3: CONTACT INFORMATION AND ORDERING INSTRUCTIONS

Contractor's Designated Contact Person

Contact's Name: _____

Contact's Title: _____

Street Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Ordering Instructions

Company Name: _____

Contractor Representative Name: _____

Contractor Representative Title: _____

Street Address or P.O. Box: _____

City, State, Zip: _____

Email Address: _____

Phone Number: _____

Ordering Fax Number: _____

Internet Address: _____

Federal ID Number: _____

Remit Address: _____

City, State, Zip: _____

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Note: Upon reasonable notice to the Contractor, the Department reserves the right to adjust and revise the fields and information collected in Form 3: Contact Information and Ordering Instructions at any time during the Contract.

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Management Consulting Services

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DIVISION OF STATE PURCHASING
FORM 4 SAVINGS/PRICE
REDUCTIONS**

Contract No. 973-500-14-01, Management Consulting Services

Bidder/Respondent is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

DATE _____

COMPETITIVE PRICES OFFERED AVERAGE _____ % SAVINGS FROM MSRP.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [url], or other source of benchmark prices)?

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

BIDDER/RESPONDENT NAME: _____

STATE PURCHASING USE ONLY:
NEW DISCOUNT RATES WERE REQUESTED FROM THE VENDOR, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

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For
Management Consulting Services

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST/SPECIALIST: _____

PUR 7064 (Rev 2/04)



**Amendment #1
Contract Renewal
Contract Number 973-000-14-01
Management Consulting Services**

This Amendment ("Amendment"), to contract number **973-000-14-01** ("Contract") is between the State of Florida, Department of Management Services ("Department") and ISF, Inc., (Contractor"). The Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

1.0 CONTRACT RENEWAL

The Department hereby executes its renewal option for a three year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is January 15, 2020.

2.0 PUBLIC RECORDS

Section **16., PUBLIC RECORDS**, is hereby deleted in its entirety and replaced with the following:

If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(2)(b), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) 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.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (e) **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 CONTRACT MANAGER.**



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

**Amendment #1
Contract Renewal
Contract Number 973-000-14-01
Management Consulting Services**

3.0 RENEWAL PRICING

Effective January 15, 2017, Exhibit D, Contractor Pricing is hereby deleted in its entirety and replaced with Exhibit D, Contractor Renewal Pricing.

4.0 CONFLICT

To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force.

5.0 WARRANTY OF AUTHORITY

Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**State of Florida,
Department of Management Services**

By: L. V. Holtz

Name: Debra Forbess

Title: Director of Finance and Administration

Date: 11/15/2017

ISF, Inc.

By: C. J. F. Z.

Name: C. J. F. Z.

Title: C(

[Redacted Signature]

Date: 1/2/17

**EXHIBIT D: CONTRACTOR RENEWAL PRICING
FOR
STATE TERM CONTRACT
NO. 973-000-14-01
MANAGEMENT CONSULTING SERVICES**

ISF, INC.

Job Title	Principal	Senior Consultant	Consultant	Junior Consultant	Program & Administrative Support
Hourly Rate	\$170.00	\$145.00	\$110.00	<u>\$80.00</u>	<u>\$35.00</u>


Pursuant to Section 12 of Exhibit A: Special Contract Conditions, hourly rates are ceiling prices.
Pursuant to Section 15 of Exhibit A: Special Contract Conditions, hourly rates do not include travel expenses.

**CONSENT AGENDA ITEM
#25**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 24, 2019

SUBJECT: Approval of Purchase Order to Amtech for Encompass 6 AVI Readers (E6 Readers)

Board authorization is requested to issue a purchase order to Amtech in the amount of \$80,400.00 for six (6) E6 Readers for the Toll System Upgrade Project.

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

Reviewed by: 

Joann Chizlett
Director of Special Projects 



2100 Lake Orange Drive, Suite 100
Orlando, FL 32837
407.382.1301 tel 407.382.8914 fax

October 25, 2019

Attention: Joann Chizlett
Director of Special Projects
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807

Subj: Pricing for Owner-Furnished materials and Project reconfiguration

Ref: Contract 001021, Toll System Upgrade Project

Dear Ms. Chizlett:

Per our recent discussions, TransCore requires additional Encompass 6 AVI Readers ("E6 Readers") as Owner-Furnished Materials, in accordance with the referenced contract, Exhibit 1.7, section 0.8.2. After reviewing previous analysis of required E6 Readers, we have determined that an additional 8 E6 Readers are necessary for TransCore's installation. A breakdown of this analysis is attached. Pricing:

Description	each	Price quantity	extended	
Encompass 6 Reader (10-6002-075)	\$10,000.00	8	\$80,000.00	
Shipping and handling	\$50.00	8	\$400.00	
			\$80,400.00	Total

This price does not include 6.5% sales tax. However, because CFX is exempt from sales tax, this cost can be avoided if these materials are purchased directly from the manufacturer:

Amtech
8600 Jefferson ST NE
Albuquerque, NM 87113
(505) 856-8000
(505) 856-8099 fax

Should you have any questions or require additional information, please contact me at (321) 281-4066. We look forward to the continued development of the Project.

Sincerely,

Anna Gennaro
Program Manager

cc: Jim Wilson, TransCore
Project file

Attachment:



2100 Lake Orange Drive, Suite 100
Orlando, FL 32837
407.382.1301 tel 407.382.8914 fax


Plaza	Existing Antenna Count	AVI Required	AVI Delta
Jetport Rebate Ramp	1	5	-4
McCoy Rebate Ramp	1	5	-4
Total required			8

**CONSENT AGENDA ITEM
#26**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Jim Greer 
Chief Technology & Operating Officer

DATE: November 14, 2019

SUBJECT: Amended Security Policy Update

Board approval is requested to amend the CFX Security Policy. The policy amendments reflect security changes for CFX Headquarters, Plazas and IT systems.



**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDING THE SECURITY POLICY
(VERSION 3.3)**

WHEREAS, the Central Florida Expressway Authority (“CFX”), previously adopted its Security Policy on August 2004 and was last amended on April 2014; and

WHEREAS, both Florida Statutes (F.S. 282.318) and sound business practice require that CFX develop and periodically update, written internal policies and procedures to ensure the security of the data, information, and information technology resources of the agency; and

WHEREAS, all public notice requirements necessary for adoption have been fulfilled.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL-FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. The current Security Policy Version 3.2 dated April 23, 2014 is hereby repealed and Security Policy Version 3.3 dated November 14, 2019; attached hereto as Exhibit “A” is hereby adopted.

Section 2. CODIFICATION. This Policy shall be codified in the Central Florida Expressway Authority’s Index of Policy.

Section 3. EFFECTIVE DATE. This Policy shall become effective upon adoption by the CFX governing Board.

ADOPTED this 14th day of November, 2019.

Jay Madara
Chairman

ATTEST: _____

Mimi Lamaute
Executive Assistant

Approved as to form and legality

Diego “Woody” Rodriguez
General Counsel

~~CENTRAL FLORIDA EXPRESSWAY
AUTHORITY~~

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SECURITY POLICY

Version 3.~~2~~3

~~Department: Information~~

~~Technology Supersedes: 12/6/06,~~

~~12/17/09 and 4/23/14~~ Date of Board

Approval: ~~11/14/16~~19

EXHIBIT "A"

I. [Introduction to CFX Security Policy](#)

[Introduction to Central Florida Expressway Authority's Security Policy](#) addresses both Information Security and Facility Security as described within this document.

II. Information Security Policy

Computer information systems and communications networks are integral and critical parts of the Central Florida Expressway Authority's (CFX) business operations. CFX has made a substantial investment to establish and protect these systems and the misuse of information or systems can do irreparable harm to ~~the Authority~~ CFX, its employees and customers. It is therefore vital that all CFX staff and contractors commit to safeguarding these resources. Those who have access to CFX data are to use the utmost care in its protection from unauthorized disclosure, alteration, destruction or publication. Anyone responsible for the willful and negligent handling of CFX's systems, data or equipment shall be properly disciplined, up to and including termination and/or filing of a complaint with law enforcement.

CFX maintains many data files that are considered highly confidential from which negative consequences would ensue should the information be published or otherwise divulged negligently or maliciously. All confidential data must be treated as confidential with access limited to those whose access is required to perform their assigned duties. Staff is directed to implement security procedures that outline the care to be exercised by all employees and contractors related to CFX systems and equipment. In all cases where the correct course of action is uncertain, employees should always seek guidance from their supervisor or human resources representative. Contractors should seek guidance from their immediate supervisor and/or CFX contract point person.

CFX reserves the right, without notice or warning, at any time, to audit and ~~/~~ or monitor the use of CFX systems, data and I or equipment for the purpose of ensuring compliance with this and other security related documents such as the ~~'Employee~~ CFX Information Security Guidelines Handbook' and ~~'Contractor Security Guidelines Handbook'~~ document.

~~Information Security Policy~~

- A. All computer system data and customer information that is maintained by CFX, whether electronic or hardcopy, is considered to be confidential unless specifically defined as open to the public.
 - B. All CFX employees and contractors are required to obtain written permission to disclose CFX information to anyone other than CFX employees or contractors who need the information to conduct their official business. All other requests for information, except for inquiries from the media, shall be routed through CFX's Records Custodian who will determine if information is legally public record prior to its release. If there is any doubt as to the information's legal status, General Counsel shall be consulted. Requests for information from the media shall be routed through the Marketing and Communications Department.
 - C. All employees and contractors must adhere at all times to the processes, procedures and guidelines as set forth in ~~their respective 'Security Guidelines Handbook', i.e. the 'Employee~~ CFX Information Security Guidelines Handbook' or the ~~'Contractor Security Guidelines Handbook'~~ Guidelines' document. Failure to adhere with the provisions of these respective documents, as applicable to employee or contractor, could result in disciplinary action up to and including termination. Additionally, civil penalties and fines could also apply. The above documents are living documents and they will change from time to time in order to add, delete or modify processes, procedures and ~~/~~ or guidelines.
 - ~~D.~~ Employees and contractors will only use CFX systems, information and equipment in a manner consistent with the employees and ~~/~~ or contractor's job function and requirements. CFX resources are to be used for CFX business only, ~~except where specifically noted within the 'CFX Information Security Guidelines' document.~~
 - ~~D-E.~~ You may not access or disseminate material that is offensive, harassing or illegal (ex. software piracy) in
-

nature, including but not limited to material that disparages others based on race, religion, ethnicity, gender, sexual orientation, age, disability or political affiliation. In addition, you may not access or disseminate sexually explicit or sexually oriented messages, images or sounds.

F. Employees will only utilize software provided and installed by CFX's Information Technology Department. Additionally, you may not acquire, use, reproduce, transmit or distribute any controlled information

CFX Security Policy

- ~~E.F.~~ including computer software and data, privacy information, copyrighted or trademarked material or material with other intellectual property rights or proprietary information without the IT Department's authorization.
- ~~F.G.~~ All systems and equipment (workstations, laptops, desktops, servers, etc.) shall be secured and password protected when not attended.
- ~~G.H.~~ For all systems under the control of the IT Department, the Administrator (admin) accounts cannot be disabled or altered in any way except by LAN Administrator / Help Desk personnel or the Information Security Manager. Any exception must be approved in writing by the IT Department.
- ~~H.I.~~ All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.
- ~~I.J.~~ All contractors who have access to sensitive and ~~+/~~or confidential information, including customer information, will be bonded by their employers and proof of such shall be available to CFX upon request.
- ~~J.K.~~ All employees will undergo a background check prior to employment and may be rechecked at any time during the employee's tenure.
- ~~K.L.~~ All employees working in the Card Holder Data Environment (CHDE) are required to ~~attend participate~~, on an annual basis, security awareness training ~~-.~~

III. ~~III.~~ Introduction to Facility Access Security Policy

The Central Florida Expressway Authority (CFX) recognizes the value of its employees and contractors in fulfilling its corporate mission. To that end, CFX is committed to providing a safe and secure work environment. CFX has established a facility access policy that shall be followed by all individuals working at or needing access to CFX Facilities. CFX Facilities are defined as all areas protected, either directly or indirectly, by CFX issued proximity cards. All permanent proximity badges are to be issued by the CFX [Security Guard or IT Help Desk](#). All single day visitor badges are to be issued by the CFX Front Office Administrator.

Proximity badges are in effect keys which grant physical access to both sensitive and ~~+/~~or non-sensitive areas of CFX Facilities. Proximity badges are to be treated with the same care as the username I password credentials utilized to access CFX computing resources. As such, proximity card PINs should never be written down or stored in any way. This includes writing the PIN in any form on the proximity card itself. For the purpose of this document, the following applies: "proximity card" and "badge" (when not referring to a visitor badge) are synonymous. Facility Employees shall be defined as all CFX personnel, contractors, consultants and vendors who require access to any CFX Facility.

IV. ~~IV.~~ Facility Access Security Policy

~~A.~~ Facility Employees

- ~~A.~~ All Facility Employees will be issued a Facility Access badge per the Standard Operating Procedure ~~IT-2-~~ [Building Access and Account Request: "CFX Security Post Orders"](#).

~~A.B.~~ While on any CFX premises, the Facility Access badge shall be worn at all times on the Facility Employee's person where it is clearly visible.

~~B.C.~~ Facility Employees will be given instructions pertaining to the proper use of the Facility Access badge at the time of employment.

~~A.~~ ~~The level of facility access will be approved by the CFX employee's manager or in the case of a non-CFX employee, the CFX Departmental Oversight Approver associated with the contractor, vendor and/or~~

consultant.

D. The CFX employees with authority of the physical area or resources will approve access requests..

C.E. All lost, stolen or defective Facility Access badges must be reported immediately by the respective Facility Employee to the following: Immediate supervisor, Departmental Oversight Approver for non-CFX employees and the CFX ~~IT Help Desk~~ Security Guard.

CFX Security Policy

- D.F. Gaining entry into CFX Facilities either through tailgating and/or piggybacking is strictly prohibited. Tailgating and/or piggybacking is access gained by an authorized or non-authorized individual via the properly swiped Facility Access badge of an authorized Facility Employee. The only allowed exception is a properly signed in visitor(s) who is being escorted by a CFX Facility Employee.
- E.G. The following is prohibited: sharing / lending of Facility Access badges; ownership of multiple active Facility Access badges; disclosure of PIN value.
- F.H. No Facility Employee badge shall be issued without a photo ID being presented.
- G.I. All managers must notify the IT Help Desk immediately upon termination of a badged individual.
- J. All Facility Employees and Visitors must adhere at all times to the procedures and guidelines as set forth in the Standard Operating Procedure ~~IT-2—Building Access and Account Request and the Facility Security Procedure: "CFX Security Post Orders"~~.
- H.K. Any person requesting a Facility Access badge will be required to provide a valid driver's license, issued from the state of residence or a Florida Identification Card. This information will be stored inside the CFX's security system and will be utilized for identification purposes.
- I.L. At the sole discretion of CFX, this information may be shared with law enforcement. The driver's license information will not be otherwise released and is privileged from public records requests as provided for by Florida Statute.
- J.M. Failure to adhere to the provisions of these documents could result in disciplinary action up to and including termination.
- K.N. The procedures referenced in this policy are living documents and they will change from time to time in order to address needed changes.

HR and Director

IV. Security Cameras

- A. For the safety and security of CFX staff, vendors, visitors and property, a video camera system is in service.
- B. Access to the security camera system and its images are restricted to authorized personnel.
- C. By Florida Statute, the video and images from the camera system is confidential and exempt and will only be shared as designated by statute and/or as directed by the Executive Director.
-

IV.V. HR and Manager Responsibilities

- A. Ensure that all personnel under their supervision are aware of and comply with policies and procedures as related to the individual's job function.
- B. The Director of Human Resources or his/her designee is responsible for providing a copy of this policy and the ~~respective employee or contractor version of the 'Security Guidelines Handbook' and "Facility Procedures"~~, ['CFX Information Security Guidelines'](#). Employees and contractors are to acknowledge in writing both receipt and understanding of the requirements of the respective document. The signed acknowledgement is to be placed in the employee's personnel file. Acknowledgement and receipt must occur on an annual basis for those individuals working in the [CHQECHDE](#) environment.
- C. Ensure proper disciplinary processes are followed when violations of this and other security procedures occur.

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: October 25, 2019 

RE: September 2019 Financial Reports

Attached please find the September 2019 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING SEPTEMBER 30, 2019 AND YEAR-TO-DATE**

	<u>FY 20 MONTH ACTUAL</u>	<u>FY 20 MONTH BUDGET</u>	<u>FY 20 YEAR-TO-DATE ACTUAL</u>	<u>FY 20 YEAR-TO-DATE BUDGET</u>	<u>FY 20 YEAR-TO-DATE VARIANCE</u>	<u>FY 20 YEAR-TO-DATE % VARIANCE</u>	<u>FY 19 - 20 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS*	\$ 34,075,973	\$ 37,223,734	\$ 118,672,864	\$ 119,349,336	\$ (676,472)	-0.6%	3.8%
FEES COLLECTED VIA UTM/UTC'S AND PBP'S	\$ 1,039,571	741,842	2,468,273	1,956,920	511,353	26.1%	60.2%
TRANSPONDER SALES	\$ 62,367	64,747	227,097	191,329	35,767	18.7%	146.7%
OTHER OPERATING	\$ 166,758	65,076	384,659	170,455	214,204	125.7%	60.4%
INTEREST	\$ 758,357	536,266	2,731,983	1,925,685	806,298	41.9%	194.3%
MISCELLANEOUS	\$ 61,383	60,845	189,102	182,535	6,567	3.6%	-34.9%
TOTAL REVENUES	\$ 36,164,409	38,692,309	124,673,978	123,776,260	897,718	0.7%	6.2%
O M & A EXPENSES							
OPERATIONS	\$ 4,697,971	5,284,488	11,097,971	11,965,985	868,014	7.3%	8.0%
MAINTENANCE	\$ 1,257,438	1,396,635	1,858,162	2,115,916	257,754	12.2%	25.4%
ADMINISTRATION	\$ 517,169	592,602	1,668,278	1,862,075	193,797	10.4%	11.3%
OTHER OPERATING	\$ 7,048	57,121	7,048	57,121	50,073	87.7%	-91.7%
TOTAL O M & A EXPENSES	\$ 6,479,627	7,330,846	14,631,460	16,001,097	1,369,637	8.6%	9.7%
NET REVENUES BEFORE DEBT SERVICE	\$ 29,684,782	31,361,463	110,042,519	107,775,163	2,267,356	2.1%	5.7%
COMBINED NET DEBT SERVICE	\$ 15,049,242	15,243,577	45,350,863	45,745,090	394,228	0.9%	8.2%
NET REVENUES AFTER DEBT SERVICE	\$ 14,635,541	\$ 16,117,886	\$ 64,691,656	\$ 62,030,073	\$ 2,661,583	4.3%	4.1%

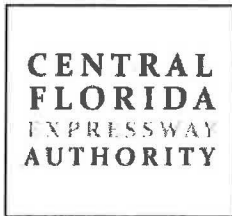
* All Plazas had tolls suspended in FY 20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19

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 SEPTEMBER 30, 2019 AND YEAR-TO-DATE**

	<u>FY 2020 ACTUAL</u>	<u>FY 2020 BUDGET</u>	<u>VARIANCE</u>	<u>FY 20 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 11,097,971	\$ 11,965,985	\$ 868,014	7.3%
Maintenance	1,858,162	2,115,916	257,754	12.2%
Administration	1,668,278	1,862,075	193,797	10.4%
Other Operating	<u>7,048</u>	<u>57,121</u>	<u>50,073</u>	<u>87.7%</u>
Total O M & A	\$ 14,631,460	\$ 16,001,097	\$ 1,369,637	8.6%
 Capital Expenditures				
Operations	\$ -	\$ -	-	0.0%
Maintenance	1,533	-	(1,533)	0.0%
Administration	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
Total Capital Expenditures	\$ 1,533	\$ -	\$ (1,533)	0.0%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Three Months Ending September 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	137,383	138,720	1,338	0.96%
Image Review	1,539,785	1,535,978	(3,806)	-0.25%
Special Projects	18,390	48,254	29,863	61.89%
Information Technology	894,939	961,888	66,949	6.96%
E-PASS Service Center	4,375,669	4,607,511	231,842	5.03%
E-PASS Business Services	34,927	37,067	2,140	5.77%
Public Outreach/Education	102,397	156,600	54,203	34.61%
Subtotal CFX	<u>7,103,489</u>	<u>7,486,018</u>	<u>382,529</u>	<u>5.11%</u>
Plazas	3,994,482	4,479,967	485,484	10.84%
Subtotal Toll Facilities	<u>3,994,482</u>	<u>4,479,967</u>	<u>485,484</u>	<u>10.84%</u>
Total Operations Expenses	<u><u>11,097,971</u></u>	<u><u>11,965,985</u></u>	<u><u>868,013</u></u>	<u><u>7.25%</u></u>



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Three Months Ending September 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	399,789	471,480	71,691	15.21%
Traffic Operations	386,720	464,584	77,863	16.76%
Routine Maintenance	1,073,186	1,179,853	106,667	9.04%
Total Maintenance Expenses	<u>1,859,695</u>	<u>2,115,916</u>	<u>256,221</u>	<u>12.11%</u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Three Months Ending September 30, 2019**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	125,062	138,135	13,073	9.46%
Administrative Services	522,501	551,906	29,406	5.33%
Communications	95,175	117,403	22,228	18.93%
Human Resources	54,563	77,614	23,050	29.70%
Supplier Diversity	44,985	47,201	2,216	4.69%
Accounting	376,424	385,914	9,490	2.46%
Construction Administration	13,621	15,968	2,346	14.69%
Risk Management	0	0	0	0.00%
Procurement	113,481	138,127	24,647	17.84%
Legal	234,774	281,837	47,063	16.70%
Internal Audit	0	0	0	0.00%
525 Magnolia	6,179	7,531	1,353	17.96%
Engineering	8,805	14,418	5,612	38.93%
Records Management	72,708	86,021	13,314	15.48%
Grand Total Expenses	<u>1,668,278</u>	<u>1,862,075</u>	<u>193,798</u>	<u>10.41%</u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 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*	\$ 118,672,864	\$ 119,349,336	\$ (676,472)	\$ 114,323,905	\$ 111,272,937	\$ 3,050,968	\$ (3,727,440)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	2,468,273	1,956,920	511,353	1,540,822	1,534,126	6,696	504,657
TRANSPONDER SALES	227,097	191,329	35,767	92,047	64,029	28,018	7,749
OTHER OPERATING	384,659	170,455	214,204	239,822	234,094	5,728	208,476
INTEREST	2,731,983	1,925,685	806,298	928,417	720,000	208,417	597,881
MISCELLANEOUS	189,102	182,535	6,567	290,479	272,242	18,237	(11,670)
TOTAL REVENUES	124,673,978	123,776,260	897,718	117,415,492	114,097,428	3,318,064	(2,420,346)
O M & A EXPENSES							
OPERATIONS	11,097,971	11,965,985	868,014	10,276,952	11,249,323	972,371	(104,357)
MAINTENANCE	1,858,162	2,115,916	257,754	1,481,490	1,856,874	375,384	(117,630)
ADMINISTRATION	1,668,278	1,862,075	193,797	1,498,768	1,763,892	265,124	(71,327)
OTHER OPERATING	7,048	57,121	50,073	84,545	102,240	17,695	32,378
TOTAL O M & A EXPENSES	14,631,460	16,001,097	1,369,637	13,341,755	14,972,329	1,630,574	(260,937)
NET REVENUES BEFORE DEBT SERVICE	110,042,519	107,775,163	2,267,356	104,073,737	99,125,099	4,948,638	(2,681,282)
COMBINED NET DEBT SERVICE	45,350,863	45,745,090	394,228	41,909,627	42,194,181	(284,554)	678,782
NET REVENUES AFTER DEBT SERVICE	\$ 64,691,656	\$ 62,030,073	\$ 2,661,583	\$ 62,164,110	\$ 56,930,918	\$ 5,233,192	\$ (2,571,609)

* All Plazas had tolls suspended in FY 20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 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*	\$ 34,075,973	\$ 35,440,988	\$ (1,365,015)	\$ 118,672,864	\$ 114,323,905	\$ 4,348,959
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,039,571	421,431	618,140	2,468,273	1,540,822	927,451
TRANSPONDER SALES	62,367	31,538	30,829	227,097	92,047	135,050
OTHER OPERATING	166,758	100,020	66,738	384,659	239,822	144,837
INTEREST	758,357	212,096	546,261	2,731,983	928,417	1,803,566
MISCELLANEOUS	61,383	99,280	(37,897)	189,102	290,479	(101,377)
TOTAL REVENUES	36,164,409	36,305,353	(140,944)	124,673,978	117,415,492	7,258,486
O M & A EXPENSES						
OPERATIONS	4,697,971	6,099,179	(1,401,208)	11,097,971	10,276,952	821,019
MAINTENANCE	1,257,438	678,624	578,814	1,858,162	1,481,490	376,672
ADMINISTRATION	517,169	506,371	10,798	1,668,278	1,498,768	169,510
OTHER OPERATING	7,048	84,545	(77,497)	7,048	84,545	(77,497)
TOTAL O M & A EXPENSES	6,479,627	7,368,719	(889,092)	14,631,460	13,341,755	1,289,705
NET REVENUES BEFORE DEBT SERVICE	29,684,782	28,936,634	748,148	110,042,519	104,073,737	5,968,782
COMBINED NET DEBT SERVICE	15,049,242	13,907,365	1,141,877	45,350,863	41,909,627	3,441,236
NET REVENUES AFTER DEBT SERVICE	\$ 14,635,541	\$ 15,029,269	\$ (393,728)	\$ 64,691,656	\$ 62,164,110	\$ 2,527,546

* All Plazas had tolls suspended in FY 20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19

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E.3.

Executive Director's Report

**THE EXECUTIVE DIRECTOR'S REPORT
WILL BE PROVIDED PRIOR TO THE
BOARD MEETING**

F. 1.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire slide is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

SR 414 Direct Connect Project Development & Environment Study

Will Hawthorne, PE, Director of Engineering

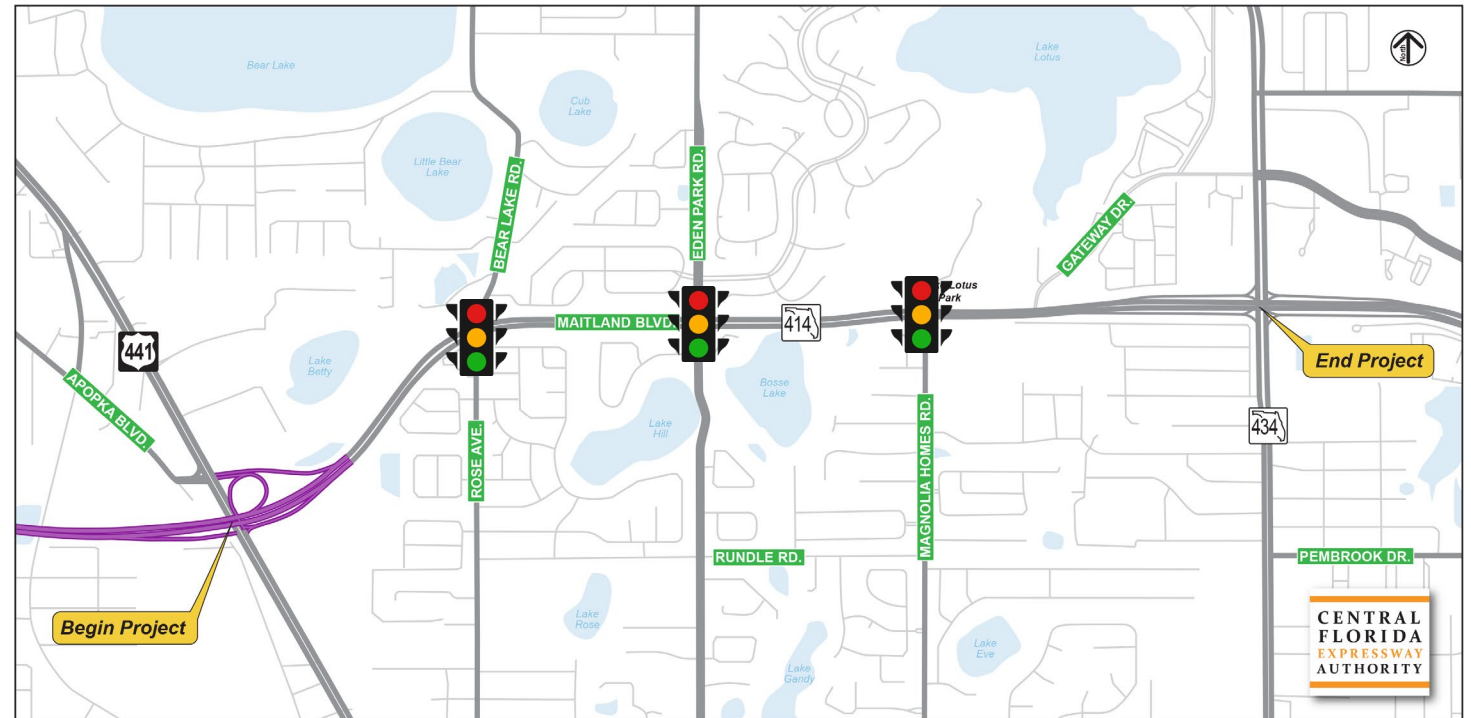
— November 14, 2019 —

Existing Corridor Characteristics

2 Miles

4 Intersections
(3 Traffic Signals)

Multiple Local
Jurisdictions

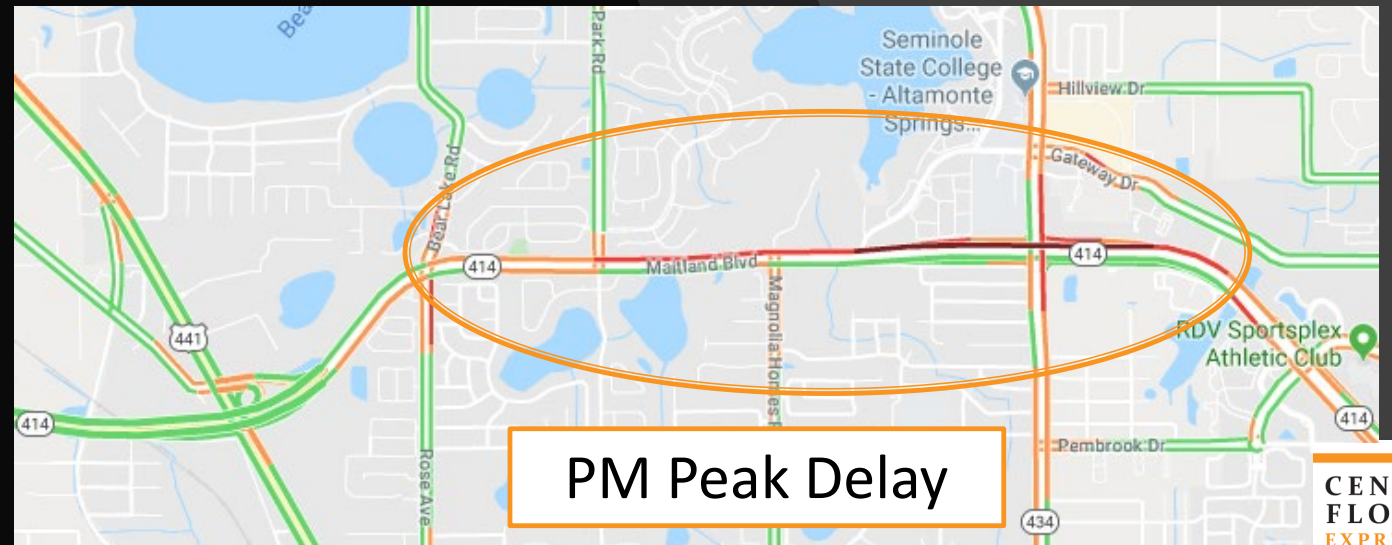
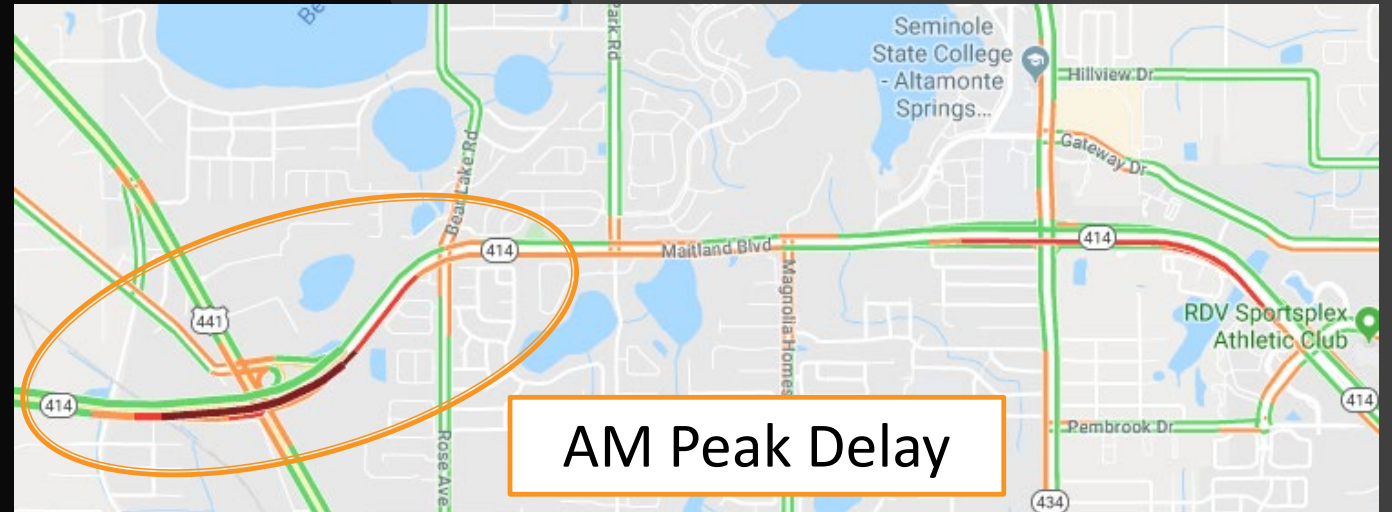


Existing Corridor Characteristics

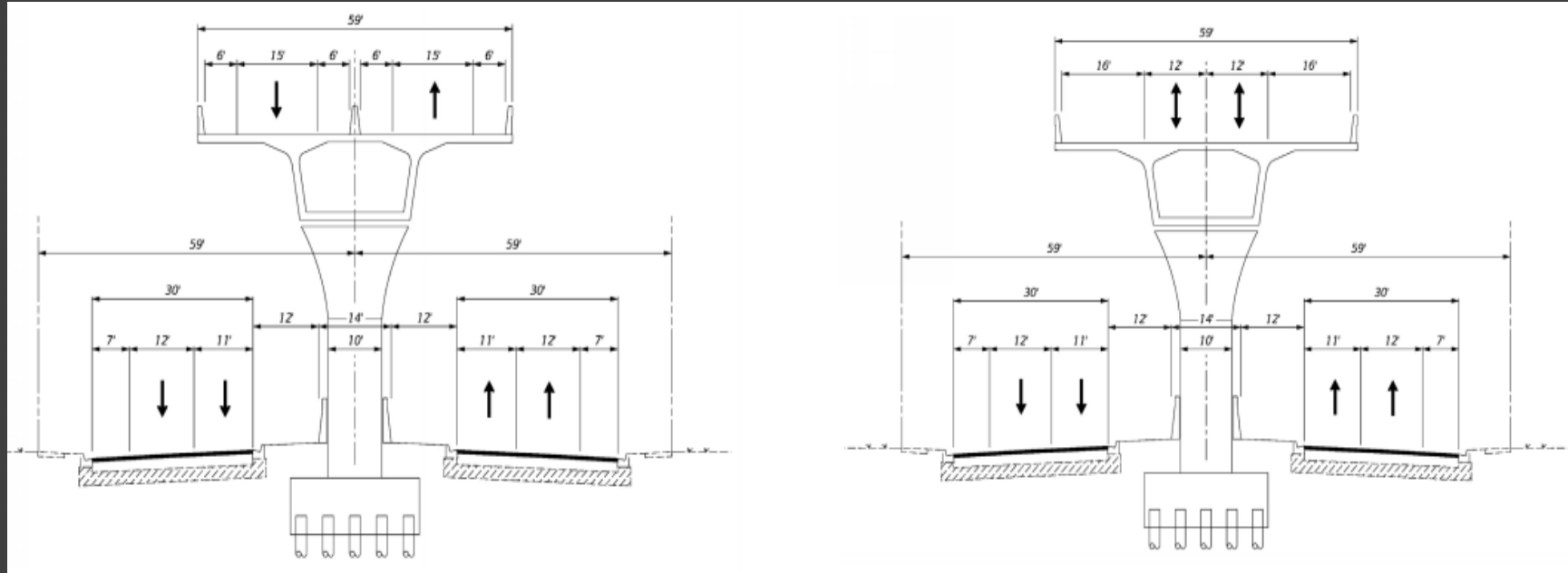
Current Delay: 25+
Minutes

FDOT Right-of-Way

High Truck Usage



PD&E Study Components



Complete Limited Access Missing Link

Early FDOT Coordination

Explore Reversible or Bi-directional Roadway

Public Involvement Plan

SR 414 Direct Connect PD&E Study

5 Letters of Interests Received

3 Firms Shortlisted

Jacobs Engineering Group Ranked #1

Next Steps

Negotiate Fee

Request Board Approval to Award Contract

The image shows a multi-level highway interchange with concrete overpasses and support pillars. A dark SUV is driving on the ground level road. A grassy embankment is visible on the right side. The logo is centered in the upper half of the image, featuring a white background with orange horizontal bars above and below the text.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

F. 2.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of a white rectangular box with two horizontal orange bars, one above and one below the text. The text is arranged in four lines: 'CENTRAL' and 'FLORIDA' in black, 'EXPRESSWAY' in orange, and 'AUTHORITY' in black. The background of the entire slide is a photograph of a multi-level highway interchange with concrete overpasses and a grassy embankment under a clear blue sky.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

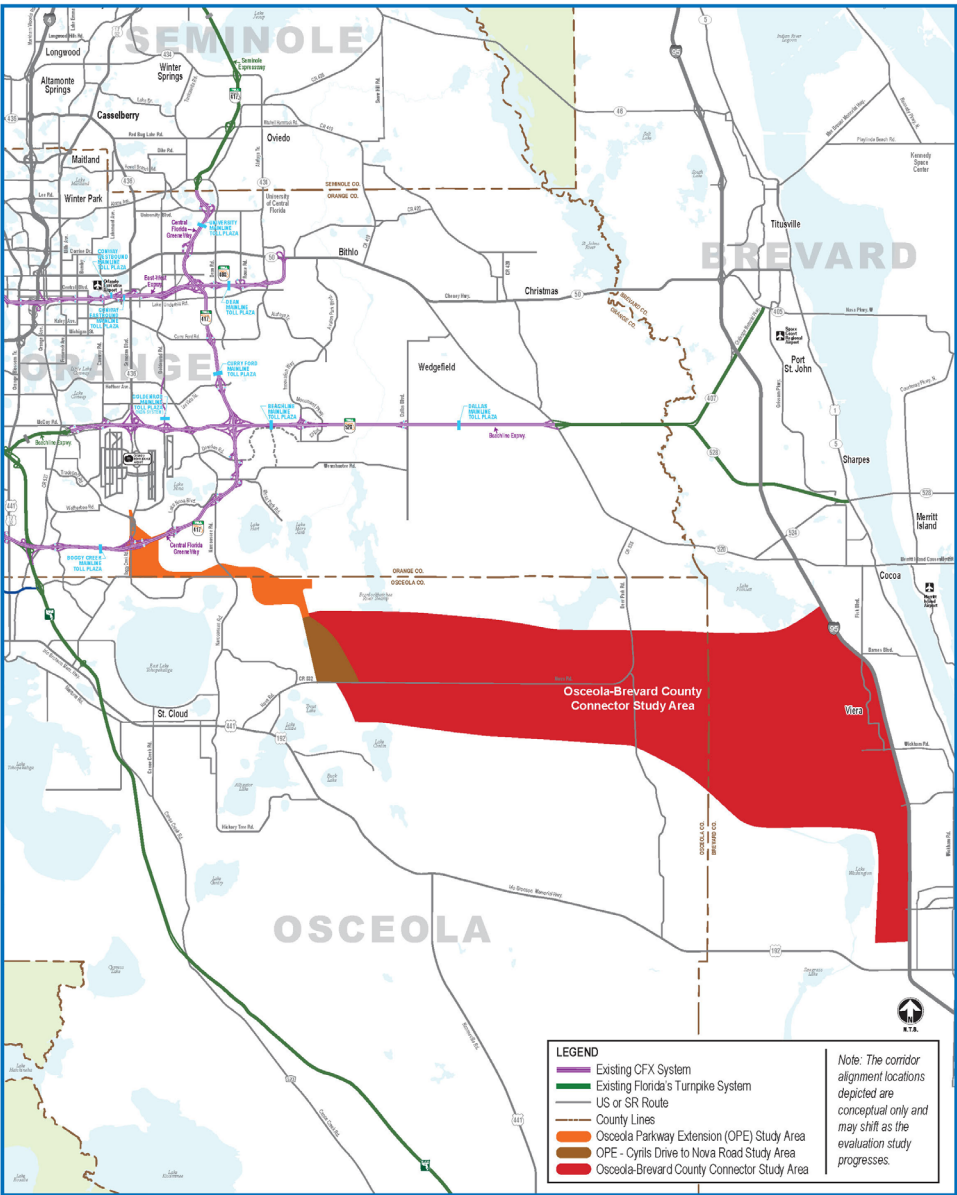
Osceola / Brevard County Connector Concept, Feasibility & Mobility Study

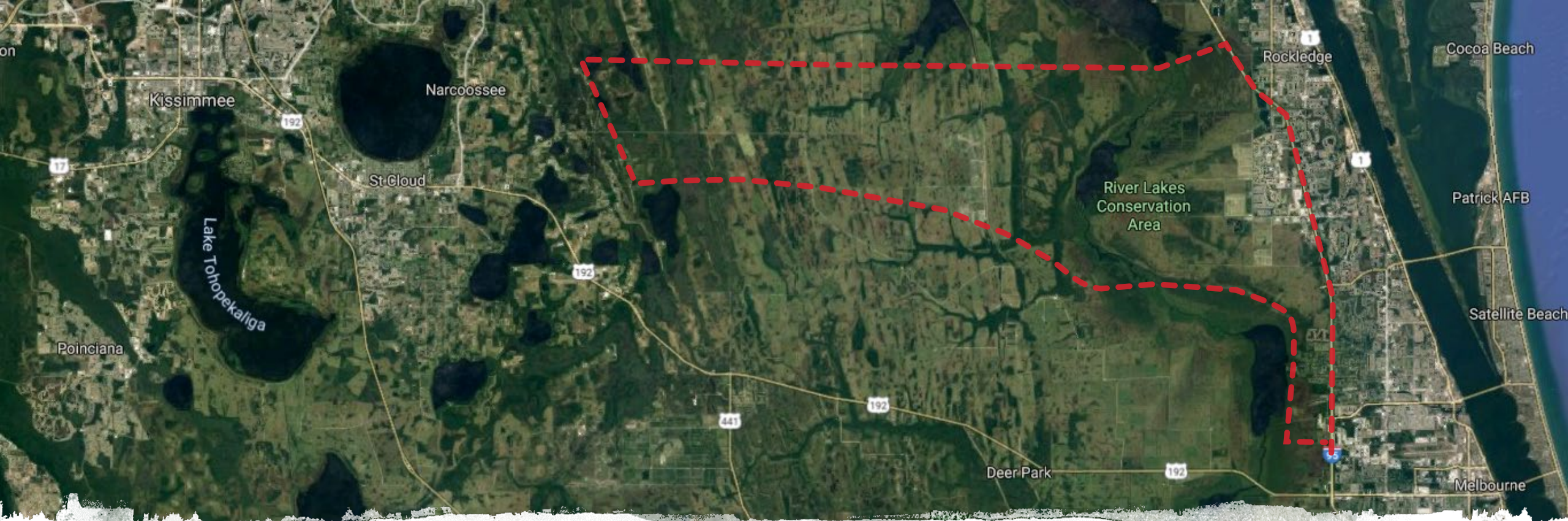
Will Hawthorne, PE, Director of Engineering

— November 14, 2019 —

Existing Corridor

- East Central Florida Corridor Task Force Corridor “F”
- 30 - 40 Mile Corridor
- Identified in Several Long Range Transportation Plans and Master Plans
- Provides Additional Evacuation Route
- Space Coast TPO Request
- Limited Property Owners





Concept, Feasibility & Mobility Study Components

- Alternate Mobility Programs
- New Crossing at St. Johns River
- Interchange with I-95
- Coordination with Stakeholders

Osceola-Brevard County Connector C,F&M Study

2 Letters of Interests Received
Both Firms Shortlisted

Kimley-Horn & Associates Ranked #1

Next Steps

Negotiate Fee

Request Board Approval to Award Contract

The image shows a multi-level highway interchange with concrete overpasses and support pillars. A dark SUV is driving on the ground level road. A grassy embankment is visible on the right side. The sky is clear and blue. The logo is centered in the upper half of the image, featuring the text 'CENTRAL FLORIDA EXPRESSWAY AUTHORITY' in a serif font, with 'EXPRESSWAY' in orange and the other words in black. The logo is framed by two horizontal orange bars.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

F. 3.



Moore Stephens Lovelace
CPAs & ADVISORS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUIRED AUDITOR COMMUNICATIONS FISCAL YEAR ENDED JUNE 30, 2019

Presented by:
Daniel J. O'Keefe, CPA, MBA, CFE
Shareholder





Moore Stephens Lovelace
CPAs & ADVISORS

AUDIT OVERVIEW



Required Communications

- **Auditor Responsibilities**
- **Management Responsibilities**
- **Internal Controls and Compliance**
- **Significant Matters**
- **Management Representations**
- **Assigned Individual for Oversight**
- **Audit Schedule**



Services and Deliverables

Auditor's Report on Financial Statements (Pages 1 – 2)

- Unmodified Opinion

Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 58 - 59)

- No internal control findings related to financial reporting and no compliance findings



Services and Deliverables (cont.)

Auditor's Report on Compliance with Bond Covenants (Page 60)

- No compliance findings

Accountant's Examination Report on Investment Compliance (Page 61)

- No compliance findings

Management Letter (Pages 62 - 63)

- No management letter comments



Services and Deliverables (cont.)

Single Audit Report (issued separately)

Report on Compliance for the TIFIA Loan and on Internal Control over Compliance

- **No compliance findings and no internal control findings**





Moore Stephens Lovelace
CPAs & ADVISORS

FINANCIAL HIGHLIGHTS



Financial Highlights - Overview

(in thousands)

	Year Ended 6/30/19
Total Assets and Deferred Outflows	\$ 5,872,000
Total Liabilities and Deferred Inflows	\$ 3,415,000
Net Position	\$ 2,457,000
Operating Revenue	\$ 476,000
Operating Expenses	\$ 136,000
Operating Income	\$ 340,000
Change in Net Position	\$ 247,000
% Increase in Operating Revenue	5.3%
% Decrease in Operating Expense	(0.01%)

Financial Highlights – Balance Sheets

(in thousands)

	2019	2018
Unrestricted Assets	\$ 312,000	\$ 254,000
Restricted Assets	372,000	189,000
Capital Assets	4,832,000	4,547,000
Deferred Outflows of Resources	<u>356,000</u>	<u>330,000</u>
Total Assets and Deferred Outflows	<u>\$ 5,872,000</u>	<u>\$ 5,320,000</u>
Revenue Bonds Outstanding	2,802,000	2,822,000
Other Liabilities	607,000	282,000
Deferred Inflows of Resources	<u>6,000</u>	<u>6,000</u>
Total Liabilities and Deferred Inflows	3,415,000	3,110,000
Total Net Position	<u>2,457,000</u>	<u>2,210,000</u>
Total Liabilities, Deferred Inflows, and Net Position	<u>\$ 5,872,000</u>	<u>\$ 5,320,000</u>

Financial Highlights – Operation Overview (in thousands)

	2019	2018
Operating Revenues	\$ 476,000	\$ 452,000
Investment and Other Income	<u>30,000</u>	<u>4,000</u>
Total Revenues	<u>506,000</u>	<u>456,000</u>
Operating Expenses	136,000	137,000
Interest Expense	122,000	106,000
Other Expense	<u>1,000</u>	<u>-</u>
Total Expenses	<u>259,000</u>	<u>243,000</u>
Change in Net Position	247,000	213,000
Net Position, Beginning of Year	<u>2,210,000</u>	<u>1,997,000</u>
Net Position, End of Year	<u>\$ 2,457,000</u>	<u>\$ 2,210,000</u>
Debt Service Ratio	2.33	2.32

Questions or Comments



**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**Financial Statements and
Supplementary Information**

For Years Ended June 30, 2019 and 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Central Florida Expressway Authority ("CFX") as of and for the years ended June 30, 2019 and 2018, and the related notes to the financial statements, which collectively comprise CFX's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of CFX as of June 30, 2019 and 2018, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

To the Members of the
Central Florida Expressway Authority

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, trend data on infrastructure condition information, and pension schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise CFX's basic financial statements. The calculation of composite debt service ratio, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. This information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits, of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 31, 2019, on our consideration of CFX's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control over financial reporting and compliance.



MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
October 31, 2019

MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the Central Florida Expressway Authority (CFX), we offer readers of these financial statements this narrative overview and analysis of the financial activities of CFX for the fiscal years ended June 30, 2019 and 2018. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the financial statements as a whole.

Financial Highlights

Operating income for CFX was \$340,026,000 (an increase of 8%) and \$315,272,000 (a decrease of 3%) for fiscal years 2019 and 2018, respectively. The increase in operating income in fiscal year 2019 is primarily due to higher toll traffic. The decrease in operating income in fiscal year 2018 is due to increases in operating and preservation expenses.

Net income produced an increase in net position of \$247,242,000 and \$212,683,000 for fiscal years 2019 and 2018, respectively. The term "net position" refers to the difference of assets and deferred outflows less liabilities and deferred inflows. At the close of fiscal year 2019, CFX had a net position of \$2,456,899,000, an increase of 11% over fiscal year 2018. At the close of fiscal year 2018, CFX had a net position of \$2,209,657,000, an increase of 11% over fiscal year 2017. CFX's overall financial position has improved, as shown by the increase in net position.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to CFX's financial statements, which is comprised of the basic financial statements and the notes to the financial statements, and supplementary information presented. Since CFX is comprised of a single enterprise fund, fund level financial statements are not shown.

Basic financial statements - The basic financial statements are designed to provide readers with a broad overview of CFX's finances, in a manner similar to a private-sector business.

The balance sheets present information on all of CFX's assets and deferred outflows and liabilities and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of CFX is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial condition.

The statements of revenues, expenses and changes in net position present information showing how a government's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus revenues and expenses are reported in these statements for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

Notes to the financial statements - The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents certain *supplementary information* concerning CFX's composite debt service ratio, as defined by the bond resolutions, as well as trend data on infrastructure condition and pension schedules.

Financial Analysis

Net position may serve, over time, as a useful indicator of a government's financial position. In the case of CFX, assets and deferred outflows exceeded liabilities and deferred inflows by \$2,456,899,000 at the close of the most recent fiscal year. This represents an increase of \$247,242,000 (11%) over the previous year, which is attributable to operations. Unrestricted net position increased from \$308,241,000 at June 30, 2018 to \$534,296,000 at June 30, 2019, an increase of \$226,055,000 (73%). This increase was also due to operations and funding CFX's capital plan with bond construction funds.

On September 17, 2018 CFX received a federal loan in the amount of \$193,695,000 through the Transportation Infrastructure Finance and Innovation Act (TIFIA) program. These proceeds were used to pay off the 2015 BAN debt in full. This TIFIA loan is a non-current due to governmental agencies liability and will be paid off over 30 years.

By far, the largest portion of CFX's net position reflects its investment in capital assets (e.g., right-of-way, roads, bridges, buildings, toll equipment, etc.), less any related debt used to acquire those assets that is still outstanding. CFX uses these capital assets to provide service and, consequently, these assets are not available for liquidating liabilities or for other spending.

Of the \$4,831,730,000 in capital assets, net of accumulated depreciation, \$40,148,000 represents the roadway, toll plaza and equipment on the Goldenrod Road Extension. This project, which opened to traffic in March 2003, was jointly funded by CFX, the Greater Orlando Aviation Authority, the City of Orlando, Orange County, Florida, and private developers, with CFX serving as the lead agency on the project. The Goldenrod Road Extension extends from the previous terminus of Goldenrod Road at Narcoossee Road south to Cargo Road. This facility intersects SR 528 (Martin B. Andersen Beachline Expressway), east of the Orlando International Airport, at a system interchange. Each partner contributing to this project will be repaid through toll revenues generated by this road. After all operational expenses are met and the partners are reimbursed for their contributions, the toll plaza will be demolished and the roadway will be transferred to the City of Orlando. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way.

Also included in total capital assets is \$82,559,000 representing roadway, toll plazas and equipment for the Poinciana Parkway in Osceola County. Effective December 31st, 2018, control of the Poinciana Parkway was transferred from the Osceola County Expressway Authority to CFX. Poinciana Parkway is a 7.2-mile roadway stretching from the Polk-Osceola County line to the Cypress Parkway (CR 580).

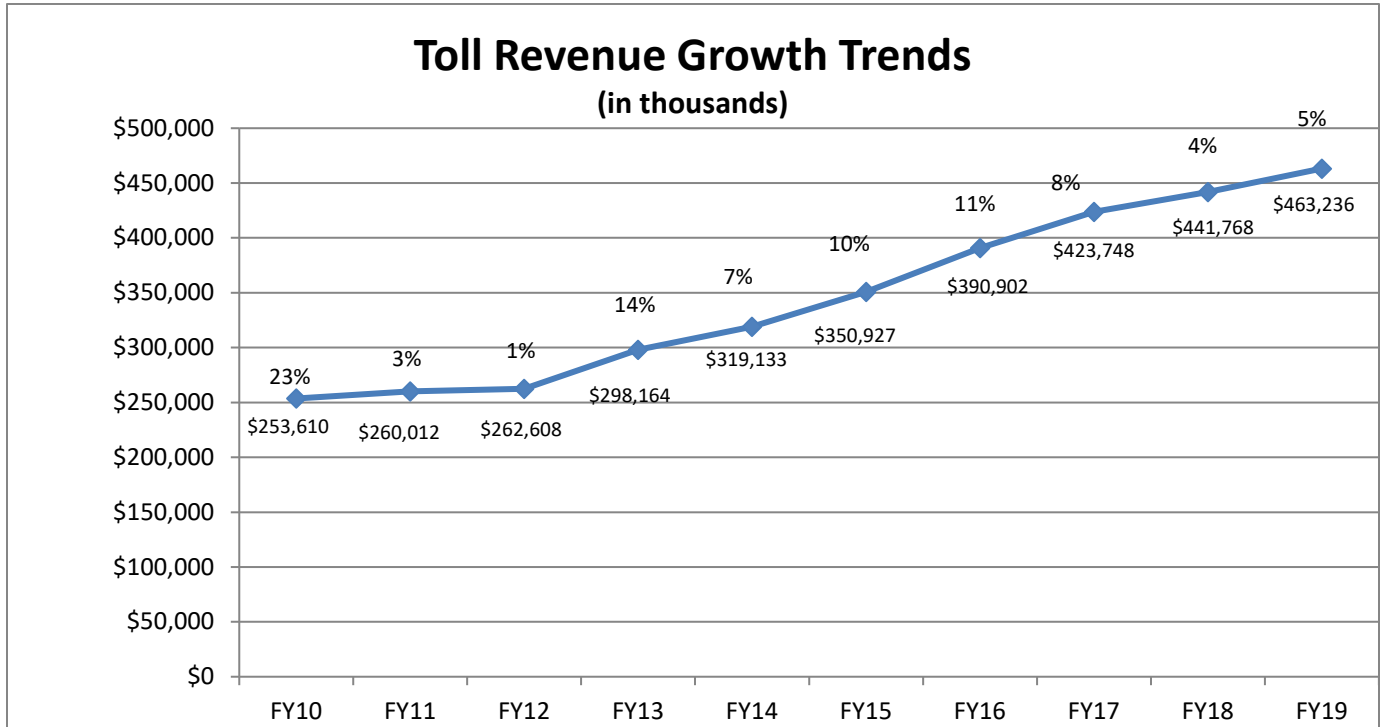
Since these projects are non-system projects, they are accounted for on individual lines in the statements of revenues, expenses and changes in net position, in the non-operating revenues (expenses) section. The toll revenues on these non-system projects are not pledged to CFX's bond indebtedness.

Central Florida Expressway Authority's Net Position

	June 30,		
	2019	2018	2017
	(in thousands)		
Current and other assets	\$ 447,334	\$ 361,336	\$ 490,400
Non-current restricted assets	236,992	81,362	100,678
Capital assets	4,831,730	4,546,615	4,236,701
Total assets	<u>5,516,056</u>	<u>4,989,313</u>	<u>4,827,779</u>
Deferred outflows of resources	356,066	330,640	354,354
Total assets and deferred outflows	<u>5,872,122</u>	<u>5,319,953</u>	<u>5,182,133</u>
Current liabilities:			
Payable from unrestricted assets	58,415	278,013	77,564
Payable from restricted assets	134,743	107,610	110,550
Revenue bonds outstanding (net of current portion)	2,738,514	2,569,820	2,808,115
Other long-term liabilities	477,510	148,944	183,097
Total liabilities	<u>3,409,182</u>	<u>3,104,387</u>	<u>3,179,326</u>
Deferred inflows of resources	6,041	5,909	5,833
Total liabilities and deferred inflows	<u>3,415,223</u>	<u>3,110,296</u>	<u>3,185,159</u>
Net position:			
Net investment in capital assets	1,883,497	1,881,712	1,509,862
Restricted	39,106	19,704	29,211
Unrestricted	534,296	308,241	457,901
Total net position	<u>\$ 2,456,899</u>	<u>\$ 2,209,657</u>	<u>\$ 1,996,974</u>

CFX's toll revenues increased 5% and 4% during the fiscal years ended June 30, 2019 and 2018, respectively.

Toll revenue represents approximately 97% of all operating revenues. CFX's toll revenue annual growth rate has averaged 9% over the last 10 years. The higher increases in fiscal years 2010 and 2013 are the result of toll rate increases.



Central Florida Expressway Authority's Changes in Net Position

	2019	2018	2017
	(in thousands)		
Revenues:			
Toll revenues	\$ 463,236	\$ 441,768	\$ 423,748
Transponder sales	648	297	236
Other operating revenue	12,313	10,370	9,959
Investment income	14,082	2,847	3,760
Goldenrod Road Extension - net	1,518	546	1,530
Poinciana Parkway - net	1,862	-	-
Other non-operating revenue	374	318	331
Capital Contribution	12,294	-	16,377
Total revenues	<u>506,327</u>	<u>456,146</u>	<u>455,941</u>
Expenses:			
Operations	62,123	53,373	46,371
Maintenance	17,753	17,606	15,118
Administrative	8,447	7,743	7,090
Depreciation	14,194	13,438	13,765
Preservation	21,586	33,837	22,447
Other	12,068	11,166	4,592
Interest expense	121,608	105,865	108,513
Loss on capital assets	1,306	435	2,447
Total expenses	<u>259,085</u>	<u>243,463</u>	<u>220,343</u>
Change in net position	247,242	212,683	235,598
Net position, beginning of year	<u>2,209,657</u>	<u>1,996,974</u>	<u>1,761,376</u>
Net position, end of year	<u>\$ 2,456,899</u>	<u>\$ 2,209,657</u>	<u>\$ 1,996,974</u>

CFX's Operations, Maintenance and Administration ("OM&A") expenses for fiscal year 2019 increased 12.2% from fiscal year 2018 and ended the year 3.9% under budget. CFX came in under budget due primarily to the following reasons: 1) There were several roadway maintenance programs that came in under budget; 2) multiple departments had positions that were budgeted for but not filled; 3) due to a variety of reasons such as lower bank fees and less staff required, the operation of the plazas came in under budget.

Transponder sales increased by 218% between fiscal years 2018 and 2019 due to a significant focus on branding and marketing E-PASS.

Investment income increased by almost 500% between fiscal years 2018 and 2019 due to an increase in available cash, a rise in corresponding investments and more favorable interest rates.

Other operating revenue consists of various fees that are collected, such as statement fees, Pay by Plate fees and fees received for collecting revenue on behalf of other entities. Other operating revenue increased by 4% between fiscal years 2017 and 2018 and by another 19% between fiscal years 2018 and 2019. In fiscal year 2016, CFX replaced its unpaid toll notice program, with a Pay by Plate initiative, assessing a new fee schedule on every transaction not paid in the lane. This new fee schedule is beneficial to the customer and has resulted in a reduction of fees per transaction. CFX saw significant growth in customers choosing to post pay transactions, which is why FY 2019 saw an unusual increase.

Capital Contributions increased from \$0 in fiscal year 2018 to \$12,294,000 in fiscal year 2019. This is because we recognized the net position of the Poinciana Parkway as contributed capital when CFX took over the operations and maintenance of the road during the year.

Preservation expense includes such items as resurfacing and restriping. The budgeted amounts are based on projected requirements to keep the roadway in good condition and, therefore, the expenses related to preservation can vary significantly from year to year. Preservation expense increased 51% in fiscal year 2018 and then decreased 36% in fiscal year 2019. Fiscal year 2018 saw a record high in preservation expense, fiscal year 2019 saw that expense return to historical levels.

Other expenses are expenses that were not part of our OM&A budget, but also were not capitalized. These expenses are expected to fluctuate from year to year depending upon the amount spent on non-capitalized projects. Other expenses increased 143% between fiscal years 2017 and 2018 and then increased by 8% between fiscal year 2018 and 2019. These increases are due to program support and a rise in new pilot programs and feasibility studies that are not eligible to be capitalized.

There were losses in capital assets in fiscal year 2018 and 2019 as anticipated. There have been various bridges, signs and toll plaza lanes removed and/or demolished to make way for road widening, extension and interchange projects over the past few fiscal years. Also contributing to the loss in capital assets were losses on the sale of various surplus property. The largest contributing factor to the fiscal year 2019 loss is writing off software that had become obsolete.

Capital Asset and Debt Administration

Capital Assets - CFX's investment in capital assets amounted to \$4,831,730,000 net of accumulated depreciation as of June 30, 2019, an increase of \$285,116,000 (6%) over that of June 30, 2018. CFX's investment in capital assets amounts to \$4,546,614,000 net of accumulated depreciation as of June 30, 2018, an increase of \$309,913,000 (7%) over that of June 30, 2017. Capital assets include right-of-way, roads, bridges, buildings, equipment and furniture. A schedule of the change in CFX's capital assets is in Note 4 of the financial statements.

Major capital asset events during fiscal year 2019 included the following:

- Widening of SR 417 from Econlockhatchee trail to the Seminole County line has begun.
- Ramp improvements on SR 417, SR 429 and SR 528 were completed.
- Major lighting and LED upgrades were completed at the SR 417/SR 528 interchange.

Modified Approach for Infrastructure Assets - CFX has elected to use the modified approach for infrastructure reporting. This means that, in lieu of reporting depreciation on infrastructure, CFX reports as preservation expense the costs associated with maintaining the existing roadway in good condition. CFX's policy is to maintain the roadway condition at a Maintenance Rating Program rating of 80 or better. The Florida Department of Transportation ("FDOT") annually inspects CFX's roadways and has determined in fiscal year 2019 that all its roadways exceed this standard. Pursuant to its bond covenants, CFX maintains a renewal and replacement fund for these preservation expenditures. For fiscal year 2018, projected expenses for preservation were \$31,850,000 with \$33,837,000 being spent. For fiscal year 2019, projected expenses for preservation were \$44,000,000 with \$21,586,000 being spent. The expenses were lower than projected in fiscal year 2019 due to slower than anticipated start dates on several projects.

Long-term Debt - CFX has outstanding bonds payable of \$2,801,539,000 (net of unamortized bond premiums and discounts) as of June 30, 2019.

During fiscal year 2019, CFX issued \$221,045,000 of fixed rate revenue refunding bonds (Series 2018) for the purpose of financing projects approved in the five-year work plan.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2019, along with more detailed information on long-term debt activity, can be found in Note 5, Long-Term Debt, which begins on page 32 of the financial statements. Of the approximately \$2.8 billion in outstanding bonds, \$495,775,000 are variable rate bonds, which have corresponding interest rate exchange agreements designed to effectively swap the variable rates to fixed rates. The synthetic interest rate applicable to the variable rate bonds are 4.7753% for the 2008B Bonds.

To determine the fair market value of its interest rate exchange agreements, CFX's swap advisor has performed a calculation based upon expected forward LIBOR swap rates and discounted cash flows. On a current market-to-market basis, in the event of a termination, using a termination date of June 30, 2019, CFX would have to make an estimated termination payment of approximately \$177,483,541 on the swaps related to the Series 2008B Bonds.

	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Series 2008B	<u>\$ 177,483,541</u>	<u>\$ 135,832,422</u>

CFX's debt service ratio changed to 2.33 for fiscal year 2019 from 2.32 for fiscal year 2018 and 2.26 in fiscal year 2017. These increases in fiscal year 2019 and fiscal year 2018 are due to growth in toll revenue.

CFX has a Lease-Purchase Agreement (LPA) with the FDOT whereby the FDOT is required to reimburse CFX for the maintenance and operation costs associated with certain portions of the roadways and toll plazas on CFX's System. During fiscal years 2012 and 2013, FDOT did not reimburse CFX for the operations portion of their obligation because the Governor of Florida exercised his line-item veto authority to remove that line from the state's budget. During fiscal year 2013, CFX and FDOT amended the LPA under which the FDOT agreed to uphold its obligation for operations and maintenance costs provided CFX agrees to repay those funds to the FDOT within 60 days. CFX plans to repay those funds in accordance with its Master Bond Resolution, which permits such payments provided CFX is able to fund its OM&A budget, debt service requirements, required reserve deposits, and renewal and replacement fund requirements. The FDOT reimbursement is taken into consideration when calculating CFX's debt service ratio.

CFX's bond ratings as of June 30, 2019 are as follows:

	<u>Ratings</u>
Standard & Poor's	A+
Moody's	A1
Fitch	A+

Requests for Information

This financial report is designed to provide a general overview of CFX's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL 32807.

BASIC FINANCIAL STATEMENTS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets

Assets and Deferred Outflows of Resources	June 30,	
	2019	2018
	<i>(in thousands)</i>	
Current assets:		
Cash and cash equivalents	\$ 86,603	\$ 59,076
Investments	190,127	155,023
Accrued interest and accounts receivable	15,248	8,526
Prepaid expenses	3,551	3,009
Due from governmental agencies	12,937	22,862
Inventory	1,262	2,109
Total current unrestricted assets	309,728	250,605
Restricted assets:		
Current restricted assets:		
Cash and cash equivalents	134,743	44,740
Investments	-	62,870
Total current restricted assets	134,743	107,610
Total current assets	444,471	358,215
Noncurrent assets:		
Restricted assets:		
Cash and cash equivalents	12,264	-
Investments	223,994	80,276
Accrued interest receivable and prepaid expenses	734	1,086
Total noncurrent restricted assets	236,992	81,362
Prepaid bond insurance	2,863	3,121
Total noncurrent assets before capital assets	239,855	84,483
Capital assets not being depreciated:		
Infrastructure	4,285,190	4,173,404
Construction in progress	412,981	231,576
Capital assets - net of accumulated depreciation:		
Property and equipment	133,559	141,635
Total capital assets - net of accumulated depreciation	4,831,730	4,546,615
Total noncurrent assets	5,071,585	4,631,098
Total assets	5,516,056	4,989,313
Deferred outflow of resources	356,066	330,640
Total assets and deferred outflows of resources	\$ 5,872,122	\$ 5,319,953

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets (continued)

Liabilities, Deferred Inflows of Resources, and Net Position	June 30,	
	2019	2018
	(in thousands)	
Current liabilities payable from unrestricted assets:		
Accounts payable and accrued liabilities	\$ 18,264	\$ 47,284
Unearned toll revenue	17,547	12,459
Unearned other revenue	15,428	15,661
Current portion of bond anticipation note	-	193,695
Current portion of lease payable	705	-
Current portion of due to governmental agencies	6,471	8,914
Total current liabilities payable from unrestricted assets	58,415	278,013
Current liabilities payable from restricted assets:		
Accounts payable and accrued liabilities	22,491	2,761
Interest payable	49,227	45,929
Current portion of revenue bonds payable	63,025	58,920
Total current liabilities payable from restricted assets	134,743	107,610
Total current liabilities	193,158	385,623
Noncurrent liabilities:		
Derivative financial instrument	177,484	135,832
Revenue bonds payable - less current portion	2,738,514	2,569,820
Loan/lease payable - less current portion	91,259	-
Due to governmental agencies - less current portion	200,455	5,133
Net pension liability	8,312	7,979
Total noncurrent liabilities	3,216,024	2,718,764
Total liabilities	3,409,182	3,104,387
Deferred inflow of resources	6,041	5,909
Total liabilities and deferred inflows of resources	3,415,223	3,110,296
Net position:		
Net investment in capital assets	1,883,497	1,881,712
Restricted for:		
Operation, maintenance and administrative reserve	11,795	10,709
Renewal and replacement reserve	27,311	8,995
Total restricted net position	39,106	19,704
Unrestricted	534,296	308,241
Total net position	2,456,899	2,209,657
Total liabilities, deferred inflows of resources, and net position	\$ 5,872,122	\$ 5,319,953

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position

	June 30,	
	2019	2018
	(in thousands)	
Operating revenues:		
Toll revenues	\$ 463,236	\$ 441,768
Transponder sales	648	297
Fees and other	12,313	10,370
Total operating revenues	476,197	452,435
Operating expenses:		
Operations	62,123	53,373
Maintenance	17,753	17,606
Administrative	8,447	7,743
Depreciation	14,194	13,438
Preservation	21,586	33,837
Other expenses	12,068	11,166
Total operating expenses	136,171	137,163
Operating income	340,026	315,272
Nonoperating revenues (expenses):		
Investment income	14,082	2,847
Loss on capital assets	(1,306)	(435)
Other nonoperating	374	318
Goldenrod Road Extension - net	1,518	546
Poinciana Parkway - net	1,862	-
Interest expense	(121,608)	(105,865)
Total nonoperating revenues (expenses)	(105,078)	(102,589)
Income before contributions	234,948	212,683
Capital contribution	12,294	-
Change in net position	247,242	212,683
Net position at beginning of year	2,209,657	1,996,974
Net position at end of year	\$ 2,456,899	\$ 2,209,657

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows

	June 30,	
	2019	2018
	(in thousands)	
Operating activities:		
Receipts from customers and users	\$ 478,534	\$ 446,117
Payments to suppliers	(134,613)	(117,334)
Payments to employees	(5,935)	(5,480)
	337,986	323,303
Capital and related financing activities:		
Acquisition and construction of capital assets	(198,410)	(313,479)
Proceeds from capital contributions	21,699	-
Proceeds from issuance of refunding revenue bonds	221,045	341,210
Proceeds from issuance of TIFIA loan	193,695	-
Interest paid on revenue bonds	(91,461)	(106,776)
Payment of principal on revenue bonds	(252,615)	(408,355)
Payment of principal and interest on State Infrastructure Bank Loan	-	(1,071)
Payment of principal on government advances	(261)	(259)
	(106,308)	(488,730)
Investing activities:		
Purchase of investments	(448,604)	(149,218)
Proceeds from sales and maturities of investments	332,652	184,954
Interest received	14,068	2,192
	(101,884)	37,928
Net increase (decrease) in cash and cash equivalents	129,794	(127,499)
Cash and cash equivalents at beginning of year	103,816	231,315
Cash and cash equivalents at end of year	\$ 233,610	\$ 103,816
Cash and cash equivalents - unrestricted	\$ 86,603	\$ 59,076
Restricted cash and cash equivalents - current	134,743	44,740
Restricted cash and cash equivalents - noncurrent	12,264	-
	\$ 233,610	\$ 103,816

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows (continued)

	June 30,	
	2019	2018
	(in thousands)	
Reconciliation of operating income to net cash provided by operating activities:		
Income from operations	\$ 340,026	\$ 315,272
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	14,194	13,438
Goldenrod Road Extension and other miscellaneous	3,838	1,170
Changes in assets and liabilities:		
Accounts receivable	(6,357)	(1,911)
Due from governmental agencies	9,925	(14,294)
Prepaid expenses	(542)	484
Inventory	847	539
Deferred outflows - pension-related	79	(672)
Accounts payable and accrued liabilities	(29,020)	9,503
Due to governmental agencies	(555)	3,897
Unearned toll revenue	5,088	(4,924)
Unearned other revenue	(233)	(654)
Net pension liability	333	1,149
Deferred inflows - pension-related	363	306
Net cash provided by operating activities	\$ 337,986	\$ 323,303
Noncash investing, capital, and financing activities:		
Increase (decrease) in fair value of investments	\$ 5,369	\$ (1,667)
Increase (decrease) in fair value of derivative financial instrument	\$ (41,652)	\$ 35,041
Contribution of Osceola County Expressway capital assets	\$ 82,559	\$ -
Assignment of Osceola County Expressway long-term liabilities	\$ (91,964)	\$ -

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 1 - Organization and Summary of Significant Accounting Policies

Reporting Entity - The Central Florida Expressway Authority (CFX) is an agency of the state, created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX, 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. CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola and Orange 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 of the Orange County Commission appointed by the mayor of Orange County (c) three citizens appointed by the Governor; (d) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. CFX is authorized to issue revenue bonds to finance portions of the System and to execute the refunding of existing revenue bonds.

For financial reporting purposes, CFX is a stand-alone entity; there are no component units included in the accompanying financial statements, and CFX is not considered a component unit of another entity.

Basis of Accounting - CFX prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprises. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

The assets, deferred outflows, liabilities, deferred inflows, and net position of CFX are reported in a self-balancing set of accounts, which include restricted and unrestricted resources, representing funds available for support of CFX's operations.

Operating Revenues and Expenses - CFX's operating revenues and expenses consist of revenues earned and expenses incurred relating to the operation and maintenance of its System. The Goldenrod Road Extension, which is a project outside the normal course of operations, and all other revenues and expenses are reported as nonoperating revenues and expenses.

Lease-Purchase Agreement - Under the requirements of the Lease-Purchase Agreement between CFX and the FDOT, dated December 23, 1985, as amended and supplemented, CFX is reimbursed by the FDOT for the maintenance costs of SR 528, portions of SR 408, improvements to the Airport Interchange at SR 528 and State Road 436 (Semoran Boulevard), and the cost of operations of the Conway and Pine Hills Plazas. However, the reimbursements received are recorded as advances from the FDOT and are included in due to governmental agencies, since they are to be repaid to the FDOT from future toll revenues after the requirements for retirement of bonds and all other obligations have been met.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

While CFX's position has been that the FDOT's obligations under the Lease-Purchase Agreement were not subject to appropriation, the Governor vetoed the operations component of the reimbursement for fiscal year 2013. CFX entered into a Memorandum of Agreement with FDOT on February 14, 2013 where it was agreed that commencing in fiscal year 2014 the operations and maintenance payments made by the FDOT will be refunded to the FDOT within sixty days of payment.

Cash and Cash Equivalents - For purposes of the statements of cash flows, demand deposit accounts with commercial banks, and cash invested in commercial money market funds (including restricted assets) are considered cash equivalents. For investments that are held separately from the pools, those which are highly liquid (including restricted assets), with an original maturity of 90 days or less when purchased or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates, are considered to be cash equivalents.

Investments - Investments consist of unrestricted and restricted investments, and are carried at fair value, as determined in an active market.

Accounts Receivable - The accrued interest and accounts receivable primarily consists of amounts billed to individuals via one or more Pay by Plate invoices for tolls not paid at the point of System use. This item also includes interest earned but not paid by the end of the fiscal year, or amounts due from individuals or other entities for prepaid items or for services provided. This amount is recorded at the net realizable value; therefore, a provision for doubtful accounts has been made for the estimated amount of uncollectible Pay by Plate invoices based on historical information.

Inventory - Inventory, which consists of E-PASS system transponders that will be distributed to customers, is carried at the lower-of-cost or market and is valued using the specific-identification method.

Restricted Assets - Restricted assets of CFX represent bond proceeds designated for construction, and other monies required to be restricted for debt service, operations, maintenance, administration, renewal and replacement.

Deferred Outflows / Inflows of Resources - In addition to assets, CFX reports a separate section for deferred outflows of resources on its balance sheets. Deferred outflows of resources represent a consumption of net position that applies to future periods and will not be recognized as an outflow of resources (expense) until then. CFX has three items that qualify for reporting as deferred outflows of resources.

Accumulated Decrease in Fair Value of Hedging Derivatives - As described in Note 5, CFX has entered into interest rate swap agreements that qualify as effective cash flow hedges in connection with variable rate bonds. The fair value of the swaps is presented on the balance sheets as a deferred outflow of resources and a derivative financial instrument liability in the amount of \$177,484,000 and \$135,832,000 at June 30, 2019 and 2018, respectively, with changes in valuation applied to these balance sheet accounts. Should the swaps be terminated prior to their expected conclusion, or if the hedges cease to significantly reduce risk, accumulated gains or losses will be reported on the operating statement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Deferred Outflows / Inflows of Resources (Continued)

Deferred Outflow on Refunding of Revenue Bonds - The difference between the re-acquisition price and the net carrying amount of refunded bonds is presented on the balance sheets at June 30, 2019 and 2018 as a deferred outflow of resources in the amount of \$174,005,000 and \$190,153,000, respectively, and is amortized as an adjustment to interest expense on a straight-line basis over the life of the refunded bonds or the life of the refunding bonds, whichever is shorter.

Deferred Outflows Related to Pensions - These deferred outflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred outflows related to pensions totaled \$4,577,000 and \$4,655,000 at June 30, 2019 and 2018, respectively, and will be recognized as either pension expense or a reduction in the net pension liability in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

In addition to liabilities, CFX reports a separate section for deferred inflows of resources on its balance sheets. Deferred inflows of resources represent an acquisition of net position that applies to future periods and will not be recognized as an inflow of resources until then. CFX has two items that qualify for reporting as deferred inflows of resources.

Deferred Inflow on Interest Rate Exchange - During the fiscal year ended June 30, 2007, CFX entered into six mandatory, cash-settled interest rate exchange agreements, the purpose of which was to lock in the interest rate associated with the Series 2007A Bonds. The result of these agreements was an \$8,078,000 net payment to CFX on June 28, 2007, which is presented on the balance sheets at June 30, 2019 and 2018 as a deferred inflow of resources in the amount of \$5,308,000 and \$5,539,000, respectively, and is amortized as an adjustment to interest expense over the life of the bonds.

Deferred Inflows Related to Pensions - These deferred inflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred inflows related to pensions at June 30, 2019 and 2018 totaled \$733,000 and \$370,000, respectively, and will be recognized as a reduction to pension expense in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

Capital Assets

Cost Basis - Capital assets are recorded at historical cost with the exception of donated capital assets, which are reported at acquisition value. The cost of property and equipment includes costs for infrastructure assets (right-of-way, highways and bridges substructure, and highways and bridges), toll equipment, buildings, toll facilities, other related costs (including software) and furniture and equipment. Highways and bridges substructure includes road sub-base, grading, land clearing, embankments and other related costs. Costs for infrastructure assets include construction costs, design and engineering fees, administrative and general expenses paid from construction monies, and bond interest expense incurred during the period of construction.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Capital Assets (Continued)

Capitalization Policy - Costs to acquire additional capital assets, and to replace existing assets or otherwise prolong their useful lives, are capitalized for toll equipment, buildings, toll facilities, other related costs, and furniture and equipment. Under CFX's policy of accounting for infrastructure assets pursuant to the "modified approach," property costs represent a historical accumulation of costs expended to acquire rights-of-way and to construct, improve and place in operation the various projects and related facilities. It is CFX's policy to capitalize amounts equal to or in excess of \$5,000.

Depreciation Policy - Depreciation of toll equipment, buildings, toll facilities, other related costs, signs, software, and furniture and equipment is computed using the straight-line method over the estimated useful lives of the assets as follows:

Software	3 years
Furniture and equipment	7 years
Toll equipment	8 years
Signs	20 years
Buildings, toll facilities and other	30 years

Under the modified approach, infrastructure assets are considered to be "indefinite lived" assets; that is, the assets themselves will last indefinitely and are, therefore, not depreciated. Costs related to maintenance, renewal and replacement for these assets are not capitalized, but instead are considered to be period costs and are included in preservation expense.

Construction in Progress - Construction in progress represents costs incurred by CFX for in-process activities designed to expand, replace or extend useful lives of existing property and equipment.

Capitalized Interest - Interest costs on funds used to finance the construction of capital assets are capitalized based upon the blended cost of debt and depreciated over the life of the related assets in accordance with the above policies.

Retainage Payable - Retainage payable represents amounts billed to CFX by contractors for which payment is not due pursuant to retained percentage provisions in construction contracts until substantial completion of performance by contractor and acceptance by CFX.

Compensated Absences - Accumulated vacation pay, vested sick pay, and other compensation payable to employees is recorded and included in accounts payable and accrued liabilities. The balance of compensated absences had a net increase of \$75,000 from June 30, 2018 to June 30, 2019.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Bond Premium, Discount, and Prepaid Bond Insurance Costs - Bond premium, discount, and prepaid bond insurance costs associated with the issuance of bonds are amortized on a straight-line basis over the life of the bonds, which approximates the effective interest method. Bond premiums and discounts are presented as an addition and a reduction, respectively, of the face amount of revenue bonds payable whereas prepaid bond insurance costs are recorded as assets.

Restricted Net Position - Restricted net position is comprised of amounts reserved for operations, maintenance, administrative expenses and renewals and replacements in accordance with bond covenants.

Pensions - In the balance sheets, net pension liability represents CFX's proportionate share of the net pension liability of the cost-sharing pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost-sharing pension plan to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing pension plan's fiduciary net position.

CFX participates in both the Florida Retirement System (FRS) defined benefit pension plan and the Retiree Health Insurance Subsidy Program (HIS) defined benefit pension plan administered by the Florida Division of Retirement (collectively, FRS/HIS).

For purposes of measuring CFX's net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS/HIS and additions to/deductions from FRS/HIS's fiduciary net position have been determined on the same basis as they are reported by FRS/HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Budgets and Budgetary Accounting - CFX abides by the following procedures in establishing budgetary data:

On or before February 1 of each year, CFX completes a review of its financial condition for the purpose of estimating whether the gross revenues, together with series payments, system payments and supplemental payments, if any, for the ensuing fiscal year will be sufficient to provide at least 120% of the annual debt service requirements of the bonds and that gross revenues will be sufficient to pay all other amounts required by the Master Bond Resolution, as amended and restated.

In the event that CFX determines that revenues will not be sufficient to satisfy the above payments, CFX will conduct a study to determine the toll revenue rate increase required to restore the revenue deficiency.

All schedules of toll revenues and revisions thereof are filed with the FDOT.

On or before April 1 of each year, a preliminary budget is prepared for maintenance, operations and administrative expenses for the ensuing fiscal year. The preliminary budget is reviewed by the FDOT and modified, if necessary.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 1 - Organization and Summary of Significant Accounting Policies (*Continued*)

Budgets and Budgetary Accounting (Continued)

On or before July 1 of each year, a final budget of maintenance, operations and administrative expenses is adopted subject to approval by the FDOT.

CFX may adopt an amended or supplemental annual budget for the remainder of a fiscal year subject to approval by the FDOT.

Note 2 - Deposits and Investments

Cash and Cash Equivalents, and Investment Portfolio

Pursuant to Section 218.415, Florida Statutes, CFX has formally adopted a comprehensive investment policy most recently updated on May 14, 2015, which establishes permitted investments, asset allocation limits and issuer limits, credit rating requirements and maturity limits to protect CFX's cash and investment assets. CFX maintains a common cash and investment pool for the use of all funds. In addition, cash and investments are separately held by CFX's bond proceeds/construction, debt service, capitalized interest, and debt service reserve funds.

The following chart outlines the types of permitted investments, credit quality risk rating requirements by security type, the maximum concentration of credit risk by percentage of the total portfolio that may be invested in a single issuer and in total by security type and maturity limits prescribed to mitigate interest rate risk exposure:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life ⁴ for GNMA)	X
GNMA		40%			X
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%			X
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40% ³	N/A	5.50 Years	X
Federal Agency/GSE other than those above		10%			X
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years	
Corporates	50% ²	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years	
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years	X
Agency Mortgage-Backed Securities (MBS)	25%	40% ³	N/A	5.50 Years Avg. Life ⁴	
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁴	
Depository Accounts with Qualified Public Depositories	75%	50%	N/A	N/A	X
Non-Negotiable Collateralized Bank Deposits or Savings Accounts	50%	None, if fully collateralized	None, if fully collateralized.	2 Years	X
Commercial Paper (CP)	50% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days	X
Bankers' Acceptances (BAs)	10% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days	X
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year	X
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X
Fixed-Income Mutual Funds	25%	10%	N/A	3 Years	
Intergovernmental Pools (LGIPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A	
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
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Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization (“NRSRO”), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

Additionally, investments in any derivative products or the use of reverse repurchase agreements are specifically prohibited, unless permitted in Section XV of CFX’s Investment Policy.

Deposits

On June 30, 2019, the carrying amount of CFX’s various deposits accounts was \$223,610,153. CFX’s cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act, as required by Chapter 280, Florida Statutes.

Investments

Concentration of Credit Risk - The following is the percent of any issuer with whom CFX had invested more than 5% of the total portfolio as of June 30, 2019 and 2018:

Issuer	<u>2019</u>	<u>2018</u>
Federal National Mortgage Association	N/A	5.49%
U.S Treasury Notes	62.33%	48.24%

Interest Rate Risk - CFX’s Investment Policy states that portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. To the extent possible, an attempt will be made to match investment maturities with known cash needs. Investments of current operating funds shall have maturities of no longer than 24 months. Investments of debt obligation reserves, construction funds and other non-operating funds shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five and a half (5.5) years requires CFX’s approval prior to purchase. However, final maximum maturity for any investment is limited to ten (10) years.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 2 - Deposits and Investments (Continued)

CFX uses the distribution of maturities to manage interest rate risk. As of June 30, 2019, 44% of CFX's investments had a maturity of less than 6 months, 4% had a maturity of 6 to 12 months, 20% had a maturity of 1 to 2 years, 24% had a maturity of 2 to 3 years, 4% had a maturity of 3 to 4 years, and 4% had a maturity of over 4 years. As of June 30, 2018, 34% of CFX's investments had a maturity of less than 6 months, 7% had a maturity of 6 to 12 months, 29% had a maturity of 1 to 2 years, 21% had a maturity of 2 to 3 years, 3% had a maturity of 3 to 4 years, and 6% had a maturity of over 4 years.

Total distributions of maturities are as follows:

	As of June 30, 2019					Total
	(in thousands)					
	Less than 6 months	6 - 12 months	1 - 2 years	2 - 3 years	3+ years	
US Treasury Securities	\$ 148,391	\$ 4,236	\$ 34,249	\$ 71,238	\$ -	\$ 258,114
Federal Instruments	-	-	-	7,073	9,367	16,440
Corporate Note	2,196	12,601	45,557	15,333	3,345	79,032
Commercial Paper	28,249	-	-	-	-	28,249
Municipal Bond Note	3,260	-	-	-	-	3,260
Corp. Asset Backed Sec.	-	35	3,092	6,553	19,346	29,026
Total	\$ 182,096	\$ 16,872	\$ 82,898	\$ 100,197	\$ 32,058	\$ 414,121

	As of June 30, 2018					Total
	(in thousands)					
	Less than 6 months	6 - 12 months	1 - 2 years	2 - 3 years	3+ years	
US Treasury Securities	\$ 86,722	\$ -	\$ 40,645	\$ 16,466	\$ 1,141	\$ 144,974
Federal Instruments	3,484	9,083	8,614	4,216	7,211	32,608
Corporate Note	-	10,869	32,823	33,613	-	77,305
Commercial Paper	11,936	-	-	-	-	11,936
Municipal Bond Note	-	-	3,240	-	-	3,240
Corp. Asset Backed Sec.	-	355	2,029	8,393	17,329	28,106
Total	\$ 102,142	\$ 20,307	\$ 87,351	\$ 62,688	\$ 25,681	\$ 298,169

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 2 - Deposits and Investments (Continued)

Credit Risk and Fair Value Measurement - Total CFX deposits and investments are as follows:

	June 30, 2019	Fair Value Measurements Using (in thousands)	
		Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2)
United States Treasury Securities	\$ 258,114	\$ 258,114	
Commercial Paper	28,249	28,249	
Federal Instrumentalities	16,440	16,440	
Money Market Mutual Funds	32,411	32,411	
Municipal Bond Note	3,260	3,260	
Corporate Note	79,032	79,032	
Corporate Asset Backed Securities	29,026	-	\$ 29,026
Total investments by fair value measure	446,532	<u>\$ 417,506</u>	<u>\$ 29,026</u>
Total deposits	<u>201,199</u>		
Total deposits and investments	647,731		
Restricted	<u>371,001</u>		
Unrestricted	<u>\$ 276,730</u>		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 2 - Deposits and Investments (Continued)

	June 30, 2018	Fair Value Measurements Using (in thousands)	
		Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2)
United States Treasury Securities	\$ 144,974	\$ 144,974	
Commercial Paper	11,936	11,936	
Federal Instrumentalities	32,609	32,609	
Money Market Mutual Funds	36,730	36,730	
Municipal Bond Note	3,240	3,240	
Corporate Note	77,305	77,305	
Corporate Asset Backed Securities	28,105	-	\$ 28,105
Total investments by fair value measure	334,899	\$ 306,794	\$ 28,105
Total deposits	67,086		
Total deposits and investments	401,985		
Restricted	187,886		
Unrestricted	\$ 214,099		

Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for identical assets or liabilities. Securities classified in Level 2 of the fair value hierarchy are valued using prices quoted in active markets for similar assets or liabilities.

Federal Instrumentalities, and U.S. Government Supported Corporate Debt Notes/Bonds are rated "AA+" by Standard & Poor's. The investments in Municipal Obligations are rated "AA" by Standard & Poor's. The Corporate Notes Standard & Poor's credit ratings are "AAA", "AA+", "AA", "AA-", "A+", and "A". The Commercial Paper is rated "A-1+" and "A-1" by Standard & Poor's. The Florida PRIME and Money Market Mutual Funds are rated "AAAm" by Standard & Poor's. The Florida State Board of Administration Fund B ("Fund B") is not rated for credit quality.

Custodial Credit Risk - All CFX depositories are members of the State of Florida collateral pool. The State of Florida collateral pool is a multiple, financial institution collateral pool with the ability to make additional assessments to satisfy the claims of governmental entities if any member institution fails. This ability provides protection, which is similar to depository insurance.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 2 - Deposits and Investments (Continued)

CFX's Investment Policy requires execution of a third-party custodial safekeeping agreement for all purchased securities and requires that securities be designated as an asset of CFX.

As of June 30, 2019 and 2018, all of CFX's securities were held in a bank's trust/custodial department in CFX's name.

Restricted Cash and Investments - Cash, cash equivalents and investments restricted in accordance with bond provisions and other agreements are as follows:

	June 30,	
	2019	2018
	(in thousands)	
Reserve funds:		
Operations, maintenance and administrative reserve	\$ 11,796	\$ 10,709
Poinciana Parkway	24,230	\$ -
Renewal and replacement reserve	27,311	8,995
Total reserve funds	63,337	19,704
Bond funds:		
Principal and interest accounts	166,607	153,964
Reserve accounts	75,740	14,217
Total bond funds	242,347	168,181
Construction funds:		
2018 construction funds	65,317	-
Total construction funds	65,317	-
Total restricted cash, cash equivalents and investments	371,001	187,885
Portion related to cash and cash equivalents	147,007	44,740
Portion related to investments	\$ 223,994	\$ 143,145

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 3 - Due From Governmental Agencies

Due from governmental agencies consists of the following:

	June 30,	
	2019	2018
	<i>(in thousands)</i>	
E-ZPass - E-ZPass Customers' use of E-Pass Roads	\$ 569	\$ -
Florida Department of Transportation - Operations and Maintenance Reimbursement	1,049	1,021
Florida Department of Transportation - SunPass Customers' use of E-PASS Roads	10,614	21,357
Florida's Turnpike Enterprise - Road Ranger Joint Contract	-	89
Florida's Turnpike Enterprise - SR 417 Widening Reimbursement	509	80
Lee County - LeeWay Customers' use of E-PASS	7	19
Orange County - Fines/Fees	176	207
Orange County - Parcel 800	13	-
Osceola County Expressway Authority - Interlocal Agreement	-	84
Osceola County Expressway Authority - Maintenance Reimbursement	-	5
	\$ 12,937	\$ 22,862
Less current portion	(12,937)	(22,862)
	\$ -	\$ -

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 4 - Capital Assets

Capital assets are summarized as follows (in thousands):

	<u>June 30,</u> <u>2018</u>	<u>Additions</u>	<u>Reductions</u>	<u>Transfers</u>	<u>June 30,</u> <u>2019</u>
Infrastructure (non-depreciable):					
Right-of-way	\$ 905,374	\$ 688	\$ (97)	\$ 7,648	\$ 913,613
Highways and bridges	3,268,030	86,819	(247)	16,975	3,371,577
Total infrastructure (non-depreciable)	<u>4,173,404</u>	<u>87,507</u>	<u>(344)</u>	<u>24,623</u>	<u>4,285,190</u>
Construction in progress (non-depreciable):					
Right-of-way	9,249	6,464	-	(7,648)	8,065
Highways and bridges	177,637	188,226	-	(16,975)	348,888
Buildings and toll facilities	1,196	1,547	-	(1,438)	1,305
Toll equipment	36,745	9,270	-	-	46,015
Furniture, equipment and other	6,749	9,420	(935)	(6,526)	8,708
Total construction in progress (non-depreciable)	<u>231,576</u>	<u>214,927</u>	<u>(935)</u>	<u>(32,587)</u>	<u>412,981</u>
Property and equipment (depreciable):					
Toll equipment	102,624	-	(420)	-	102,204
Buildings and toll facilities	162,198	13	-	1,438	163,649
Furniture, equipment and other	67,494	2,604	(619)	6,526	76,005
Total property and equipment (depreciable)	<u>332,316</u>	<u>2,617</u>	<u>(1,039)</u>	<u>7,964</u>	<u>341,858</u>
Less accumulated depreciation for:					
Toll equipment	(90,034)	(4,050)	375	-	(93,709)
Buildings and toll facilities	(66,539)	(5,339)	-	-	(71,878)
Furniture, equipment and other	(34,109)	(9,156)	553	-	(42,712)
Total accumulated depreciation	<u>(190,682)</u>	<u>(18,545)</u>	<u>928</u>	<u>-</u>	<u>(208,299)</u>
Total property and equipment being depreciated, net	<u>141,634</u>	<u>(15,928)</u>	<u>(111)</u>	<u>7,964</u>	<u>133,559</u>
Total capital assets	<u>\$ 4,546,614</u>	<u>\$ 286,506</u>	<u>\$ (1,390)</u>	<u>\$ -</u>	<u>\$ 4,831,730</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 4 - Capital Assets (Continued)

	June 30, 2017	Additions	Reductions	Transfers	June 30, 2018
Infrastructure (non-depreciable):					
Right-of-way	\$ 704,091	\$ 105	\$ (18)	\$ 201,196	\$ 905,374
Highways and bridges	2,768,014	1,085	(463)	499,394	3,268,030
Total infrastructure (non-depreciable)	<u>3,472,105</u>	<u>1,190</u>	<u>(481)</u>	<u>700,590</u>	<u>4,173,404</u>
Construction in progress (non-depreciable):					
Right-of-way	176,945	33,500	-	(201,196)	9,249
Highways and bridges	406,780	270,251	-	(499,394)	177,637
Buildings and toll facilities	1,125	889	-	(818)	1,196
Toll equipment	25,780	11,023	-	(58)	36,745
Furniture, equipment and other	5,326	6,142	-	(4,719)	6,749
Total construction in progress (non-depreciable)	<u>615,956</u>	<u>321,805</u>	<u>-</u>	<u>(706,185)</u>	<u>231,576</u>
Property and equipment (depreciable):					
Toll equipment	103,006	-	(440)	58	102,624
Buildings and toll facilities	161,317	63	-	818	162,198
Furniture, equipment and other	62,824	1,035	(1,084)	4,719	67,494
Total property and equipment (depreciable)	<u>327,147</u>	<u>1,098</u>	<u>(1,524)</u>	<u>5,595</u>	<u>332,316</u>
Less accumulated depreciation for:					
Toll equipment	(85,525)	(4,727)	218	-	(90,034)
Buildings and toll facilities	(61,172)	(5,367)	-	-	(66,539)
Furniture, equipment and other	(31,810)	(3,344)	1,045	-	(34,109)
Total accumulated depreciation	<u>(178,507)</u>	<u>(13,438)</u>	<u>1,263</u>	<u>-</u>	<u>(190,682)</u>
Total property and equipment being depreciated, net	<u>148,640</u>	<u>(12,340)</u>	<u>(261)</u>	<u>5,595</u>	<u>141,634</u>
Total capital assets	<u>\$ 4,236,701</u>	<u>\$ 310,655</u>	<u>\$ (742)</u>	<u>\$ -</u>	<u>\$ 4,546,614</u>

In fiscal year 2019, CFX adopted the new GASB 89 standard which requires interest costs to be expensed as incurred. Going forward, interest will no longer be capitalized as part of the historical cost of a capital asset. During the year ending June 30, 2018, total bond interest cost incurred amounted to approximately \$117,523,000 of which \$11,658,000 was capitalized as construction in progress.

Goldenrod Project - On March 24, 1999, CFX signed the Goldenrod Road Extension Development Agreement (the "Agreement") for the extension of Goldenrod Road to SR 528 (the "Extension"). The Agreement is between CFX and other local agencies and governments, including the City of Orlando (the "City"), Greater Orlando Aviation Authority ("GOAA") and Orange County (the "County"). Under the Agreement, each of the parties agreed to contribute a set amount toward construction of the Extension. The contributions made by each party for construction are as follows:

City of Orlando	\$ 2,000,000
GOAA	\$ 4,500,000
Orange County	\$ 1,000,000
CFX	\$ 38,010,458

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 4 - Capital Assets (Continued)

CFX's responsibilities under the Agreement were to acquire, design and construct the right-of-way for the Extension. Construction of the Extension began in January 2001 and opened to traffic in March 2004. Under the terms of the Agreement, toll revenues generated from the Extension will be distributed, first to operating cost, then to repay the contributions to each contributing party.

The construction costs of the roadway, toll plaza and toll equipment are included in CFX's capital assets. These assets will remain the property of CFX until the final payments of all contributions are made. Upon the final repayment of all contributions, ownership of the roadway will revert to the City and the City will be responsible for all future maintenance costs. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way. Since this project is a non-System project, it is reported net in the non-operating section of the statements of revenues, expenses and changes in net position. The toll revenues generated from the Extension are not pledged to CFX's bond indebtedness.

Poinciana Parkway - On December 13, 2018, CFX signed the Amended and restated Lease-Purchase Agreement with Osceola County. This agreement transfers the Poinciana Parkway Project to CFX as a non-System project. Under this agreement CFX began operating Poinciana Parkway as of January 1, 2019. At the time of the transfer, Poinciana Parkway's capital assets totaled \$82,558,880. Since this project is a non-System project, it is reported net in the non-operating section of the statements of revenues, expenses and changes in net position. The toll revenues generated from the Poinciana Parkway are not pledged to CFX's bond indebtedness.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt

Revenue Bonds Payable - A summary of changes in revenue bonds payable is as follows (in thousands):

	June 30, 2018	Additions	Deletions	June 30, 2019
Series 2008B1	\$ 130,360	\$ -	\$ (225)	\$ 130,135
Series 2008B2	117,865	-	(180)	117,685
Series 2008B3	149,060	-	(270)	148,790
Series 2008B4	99,335	-	(170)	99,165
Series 2010B	73,640	-	(6,310)	67,330
Series 2012	180,370	-	(22,535)	157,835
Series 2012A	53,815	-	(5,615)	48,200
Series 2013A	242,320	-	-	242,320
Series 2013B	154,320	-	(18,870)	135,450
Series 2013C	104,630	-	(890)	103,740
Series 2015 Senior Lien BANs	193,695	-	(193,695)	-
Series 2016A	150,985	-	(735)	150,250
Series 2016B	625,645	-	(1,795)	623,850
Series 2017	341,210	-	(1,325)	339,885
Series 2018	-	221,045	-	221,045
	2,617,250	221,045	(252,615)	2,585,680
Add unamortized bond premium	205,185	24,764	(14,090)	215,859
Less current portion of revenue bonds payable	(252,615)	(63,025)	252,615	(63,025)
Revenue bonds payable - net of current portion	\$ 2,569,820	\$ 182,784	\$ (14,090)	\$ 2,738,514

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

	June 30, 2017	Additions	Deletions	June 30, 2018
Series 2007A	\$ 185,885	\$ -	\$(185,885)	\$ -
Series 2008B1	130,535	-	(175)	130,360
Series 2008B2	118,020	-	(155)	117,865
Series 2008B3	149,200	-	(140)	149,060
Series 2008B4	99,475	-	(140)	99,335
Series 2010A	120,760	-	(120,760)	-
Series 2010B	109,745	-	(36,105)	73,640
Series 2010C	12,905	-	(12,905)	-
Series 2012	201,925	-	(21,555)	180,370
Series 2012A	59,060	-	(5,245)	53,815
Series 2013A	242,320	-	-	242,320
Series 2013B	172,360	-	(18,040)	154,320
Series 2013C	105,485	-	(855)	104,630
Series 2015 Senior Lien BANs	193,695	-	-	193,695
Series 2016A	151,695	-	(710)	150,985
Series 2016B	631,330	-	(5,685)	625,645
Series 2017	-	341,210	-	341,210
	2,684,395	341,210	(408,355)	2,617,250
Add unamortized bond premium	182,430	41,428	(18,673)	205,185
Less current portion of revenue bonds payable and BAN	(58,710)	(252,615)	58,710	(252,615)
Revenue bonds payable - net of current	\$ 2,808,115	\$ 130,023	\$(368,318)	\$ 2,569,820

In the 2002 legislative session, the Florida Legislature amended Chapter 348, Part V (now Part III of the "Expressway Act") to, among other things, revise and expand the powers of CFX to finance or refinance its projects, including the power to refund bonds previously issued on behalf of CFX by the State of Florida Division of Bond Finance of the State Board of Administration (Division of Bond Finance), through the issuance of its own bonds or other obligations. Consistent with the authority granted in the Expressway Act, CFX adopted an Authority Bond Resolution on July 2, 2002, authorizing the issuance of up to \$2,000,000,000 of additional bonds or other indebtedness to finance projects of CFX. Although not required, the first issuance of bonds by CFX under the Authority Bond Resolution was validated by the Circuit Court of the Ninth Judicial Circuit of Florida, in Orange County, Florida, on September 20, 2002.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

On January 28, 2003, the Division of Bond Finance adopted a resolution formally recognizing CFX as the issuer of bonds under that certain Master Junior Lien Bond Resolution pursuant to which the Division of the Bond Finance had previously issued bonds on behalf of CFX. CFX further adopted, on February 3, 2003, an Amended and Restated Master Bond Resolution pursuant to which CFX amended and restated the Authority Bond Resolution and the Master Junior Lien Resolution into a single, consolidated, single-lien resolution to govern the existing outstanding bonds and future bond indebtedness of CFX. All bonds or other obligations issued under the Amended and Restated Master Bond Resolution are payable from, and secured by, a pledge of net revenues from the operation of the System.

As notated in Note 1, on June 20, 2014, the Governor of Florida signed a bill to create CFX, 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. The Central Florida Expressway Authority assumed all the debt of the former Orlando-Orange County Expressway Authority pursuant to Chapter 2014-171, Public Laws of Florida.

Fixed Rate Debt

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2018, were originally issued on November 29, 2018 and were outstanding in the aggregate principal amount of \$221,045,000 on June 30, 2019, including \$127,550,000 of serial bonds and \$93,495,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2019 through July 1, 2040 in amounts ranging from \$2,010,000 to \$9,325,000, plus interest. Two term bonds were issued in the amounts of \$30,865,000 and \$62,630,000 and mature July 1, 2043 and July 1, 2048, respectively. The 2018 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2018 Bonds is due and paid semiannually.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017, were originally issued on December 28, 2017 and were outstanding in the aggregate principal amount of \$339,885,000 and \$341,210,000 on June 30, 2019 and 2018 respectively, including \$243,100,000 of serial bonds and \$98,110,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2019 through July 1, 2042 in amounts ranging from \$610,000 to \$56,340,000, plus interest. The term bond is due on July 1, 2041. The 2017 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2017 Bonds is due and paid semiannually. The purpose of the Series 2017 Bonds was to refund all of the Series 2007A, 2010A, and 2010C Bonds and a portion of the 2010B Bonds, for net present value savings of \$39,795,910, which represents \$61,030,269 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$26,266,627.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016B, were originally issued on November 2, 2016 and were outstanding in the aggregate principal amount of \$623,850,000 and \$625,645,000 on June 30, 2019 and 2018 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2019 through July 1, 2040 in amounts ranging from \$1,860,000 to \$66,520,000, plus interest. The 2016B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016B Bonds is due and paid semiannually. The purpose of the Series 2016B Bonds was to refund portions of the Series 2007A, 2010A, 2010B and 2010C Bonds for net present value savings of \$65,239,436, which represents \$92,180,668.91 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$75,028,080.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016A, were originally issued on April 26, 2016 and were outstanding in the aggregate principal amount of \$150,250,000 and \$150,985,000 on June 30, 2019 and 2018 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2019 through July 1, 2032 and July 1, 2036 through July 1, 2037 in amounts ranging from \$755,000 to \$28,000,000, plus interest. The 2016A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016A Bonds is due and paid semiannually. The purpose of the Series 2016A Bonds was to refund a portion of the Series 2007A Bonds for net present value savings of \$27,251,546, which represents \$40,378,823 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$5,296,435.

The Central Florida Expressway Authority Revenue Bond Anticipation Notes (BANs), Series 2015, were originally issued on July 21, 2015 and were outstanding in the aggregate principal amount of \$0 and \$193,695,000 on June 30, 2019 and 2018. The 2015 BANs were payable from, and secured by, a pledge of net revenues from the operation of the expressway System. CFX entered into a Transportation Infrastructure Finance and Innovation (TIFIA) loan agreement with the U.S. Department of Transportation, acting by and through the Federal Highway Administrator on March 25, 2015. The proceeds from the Junior TIFIA loan were used to redeem the Series 2015 BANs prior to their maturity date on October 19, 2018. Interest on the 2015 BANs was due and paid semiannually. The purpose of the 2015 BANs was to provide funds to finance certain capital costs for the Wekiva Parkway Project.

The Central Florida Expressway Authority Refunding Revenue Bond, Series 2013C, was originally issued on September 12, 2013 and was outstanding in the aggregate principal amount of \$103,740,000 and \$104,630,000 on June 30, 2019 and 2018, respectively. The bond was issued in the form of a bank loan directly with the bondholder, STI Institutional & Government, Inc. The outstanding amount of the bond is due in annual installments on July 1, 2019 through July 1, 2032 in amounts ranging from \$920,000 to \$15,740,000, plus interest. The 2013C Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013C Bond is due and paid semiannually. The Series 2013C Bond was issued for the purpose of refunding the Series 2003D Bonds and to fund the termination payment related to the associated swap. The refunding resulted in a deferred outflow of \$15,599,396, most of which was related to the swap termination payment.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The difference between the cash flow of the old debt and the cash flow of the new debt was \$3,440,975 lower post-refunding, which represents \$2,500,470 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate. In fiscal year 2017, CFX renegotiated the bank loan with STI Institutional & Government Inc. and on November 2, 2016 the interest rate was lowered to 2.75%. This lower rate will generate \$10,961,178 of savings over the term of the loan which represents \$9,168,845 on a net present value basis.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013B, were originally issued on January 2, 2013 and were outstanding in the aggregate principal amount of \$135,450,000 and \$154,320,000 on June 30, 2019 and 2018, respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments on July 1, 2019 through July 1, 2025 in amounts ranging from \$2,475,000 to \$24,710,000, plus interest. The 2013B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013B Bonds is due and paid semiannually. The Series 2013B Bonds were issued for the purpose of refunding the Series 2003C2 and 2003C4 Bonds and to fund the termination payments related to the associated swaps. The refunding resulted in a deferred outflow of \$42,223,850, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$5,959,376 higher post-refunding, which represents \$4,868,985 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013A, were originally issued on April 3, 2013 and were outstanding in the aggregate principal amount of \$242,320,000 on June 30, 2019 and 2018, including \$110,545,000 of serial bonds and \$131,775,000 of term bonds. The serial bonds are due in annual installments beginning on July 1, 2026 through July 1, 2032 in amounts ranging from \$7,065,000 to \$24,875,000, plus interest. The term bond is due on July 1, 2035. The 2013A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013A Bonds is due and paid semiannually. The purpose of the Series 2013A Bonds was to refund the Series 2003B Bonds for net present value savings of \$35,842,015, which represents \$60,831,999 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$2,750,505.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2012, were originally issued on November 29, 2012 and were outstanding in the aggregate principal amount of \$157,835,000 and \$180,370,000 on June 30, 2019 and 2018 respectively, all of which were serial bonds. The serial bonds are due beginning on July 1, 2019 through July 1, 2025 in amounts ranging from \$23,520,000 to \$29,240,000, plus interest. The 2012 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2012 Bonds is due and paid semiannually. See below for the purpose, economic and accounting impacts of the refunding.

The Central Florida Expressway Authority General Reserve Fund Obligation Bond, Series 2012A, was originally issued on November 29, 2012 and was outstanding in the aggregate principal amount of \$48,200,000 and \$53,815,000 on June 30, 2019 and 2018 respectively.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The bond was issued in the form of a subordinate bank loan directly with the bondholder, SunTrust Bank. The bond is due in annual installments beginning on July 1, 2019 through July 1, 2025 in amounts ranging from \$6,005,000 to \$8,485,000, plus interest. The 2012A Bond is payable from, and secured by, a pledge of the general fund, which is junior and subordinate to the net revenues from the operation of the expressway System pledged to senior lien parity bonds. Interest on the 2012A Bond is due and paid semiannually.

Collectively, the purpose of the Series 2012 and 2012A Bonds was to refund the Series 2003C1 and 2003C3 Bonds and to fund the termination payments on the associated swaps. The refunding resulted in a deferred outflow of \$60,159,863, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$7,202,160 higher post-refunding, which represents \$4,712,369.37 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2010B, were originally issued on June 30, 2010 and were outstanding in the aggregate principal amount of \$67,330,000 and \$73,640,000 on June 30, 2019 and 2018, respectively. The bonds were issued as serial bonds and the outstanding bonds are due in annual installments on July 1, 2019 through July 1, 2021 in amounts ranging from \$6,570,000 to \$53,880,000, plus interest. Interest on the 2010B Bonds is due and paid semiannually. Portions of the Series 2010B Bonds was refunded by the Series 2016B Bond and Series 2017 Bond as stated above.

Variable Rate Debt

On May 1, 2008, CFX issued Central Florida Expressway Authority Variable Rate Refunding Revenue Bonds, Series 2008B1, 2008B2, 2008B3 and 2008B4 (collectively, "2008B Bonds"), for the purpose of refunding the Series 2005A, 2005B, 2005C, 2005D, and 2005E Bonds (collectively, "2005 Bonds"), of which \$130,135,000, \$117,685,000, \$148,790,000, \$99,165,000 and \$130,360,000, \$117,865,000, \$149,060,000, \$99,335,000 was outstanding on June 30, 2019 and 2018, respectively. The 2008B Bonds were issued in four sub-series in the initial aggregate principal amount of \$499,105,000, including Series 2008B1 in the initial principal amount of \$131,025,000; Series 2008B2 in the initial principal amount of \$118,500,000; Series 2008B3 in the initial principal amount of \$149,760,000; and 2008B4 in the initial principal amount of \$99,820,000. The Series 2008B Bonds are dated the date of their original issuance and delivery and mature on July 1, 2040. The Series 2008B Bonds were initially issued and currently outstanding in a variable rate mode, with the interest rate on the Series 2008B Bonds resetting on a weekly basis and interest payable on a monthly basis.

In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2016, the Series 2008B2 Bonds were converted to a bank rate mode and directly placed with the bondholder. All 2008B bonds remain in bank purchase mode. The bank rate also resets on a weekly basis and is tied to the SIFMA index plus a spread.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Variable Rate Debt (Continued)

The 2008B Bonds are subject to optional and mandatory redemption and optional and mandatory tender for purchase prior to maturity. Amortization installments for the mandatory redemption of the 2008B Bonds began on July 1, 2014.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2019, are summarized as follows (all amounts in thousands). The totals below are net of capitalized interest funds available for debt service. For purposes of this note, the interest rate applicable to variable rate bonds is the synthetic fixed rate of 4.7753% for the 2008 Bonds. None of the fees associated with liquidity, letters of credit, or remarketing arrangements are included in the chart below, nor are the incremental rates paid on any floating rate note arrangements.

	Principal	Interest	Total P&I Due	Capitalized Interest	Net Due
2020	\$ 63,025	\$ 115,267	\$ 178,292	\$ -	\$ 178,292
2021	67,615	114,307	181,922	-	181,922
2022	70,820	110,495	181,315	-	181,315
2023	73,190	106,329	179,519	-	179,519
2024	76,710	101,889	178,599	-	178,599
2025-2029	504,805	441,560	946,365	-	946,365
2030-2034	633,295	314,133	947,428	-	947,428
2035-2039	655,285	165,921	821,206	-	821,206
2040-2044	378,305	41,231	419,536	-	419,536
2045-2049	62,630	8,134	70,764	-	70,764
	<u>\$ 2,585,680</u>	<u>\$ 1,519,266</u>	<u>\$ 4,104,946</u>	<u>\$ -</u>	<u>\$ 4,104,946</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Hedging Derivative Instruments – Cash Flow Hedges

Variable-to-Fixed Rate Interest Rate Swaps - On July 13, 2004, CFX entered into five forward-starting, synthetic fixed rate swap agreements totaling \$499,105,000 (“2004 Swaps”), attributable to the \$199,645,000 Series 2005A Bonds, the \$149,760,000 Series 2005B Bonds, the \$99,820,000 Series 2005C Bonds, the \$24,940,000 Series 2005D Bonds, and the \$24,940,000 Series 2005E Bonds. On May 1, 2008, all Series 2005 Bonds were redeemed, and the 2004 Swaps are now associated with the Series 2008B Refunding Bonds described above.

Objective of Swaps and Nature of Hedged Risk: CFX entered into the 2004 Swaps in order to ensure its ability to fund its Five-Year Work Plan, then valued at \$1,240,300,000 and in order to manage the interest rate exposure that CFX was subject to as a result of issuing its variable rate bonds.

Strategy to Accomplish Hedge Objective: In order to achieve the stated objectives, CFX issued variable rate bonds with a weekly reset and entered into swap agreements to obtain the synthetic fixed rate. In 2004, CFX entered into five separate forward-starting, interest rate swap agreements with five separate counterparties. The 2004 Swaps remained in place at the time of issuance of the 2005 Bonds.

Summary Derivative Hedging Instruments: On July 13, 2004, CFX entered into five separate forward-starting, interest rate swap agreements with an effective date of March 1, 2005, all of which were associated with the Series 2005 Bonds. There was no cash exchanged at the time these forward agreements were entered into.

The interest rate swap transactions were executed in order to accomplish the synthetic fixed rates, as noted below. CFX has a cancellation option in the swap with UBS AG. A summary of these transactions and the significant terms, as well as the credit ratings on the counterparties as of June 30, 2019 and 2018, are as follows:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Hedging Derivative Instruments – Cash Flow Hedges (Continued)

	<u>Series 2005A</u>	<u>Series 2005B</u>	<u>Series 2005C</u>	<u>Series 2005D</u>	<u>Series 2005E</u>
<i>Notional Value</i> <i>(as of 6/30/2019)</i>	\$198,310,000	\$148,754,000	\$99,155,000	\$24,778,000	\$24,778,000
<i>Fixed Rate</i>	4.7753%	4.7753%	4.7753%	4.7753%	4.7753%
<i>Fixed Payer</i>	CFX	CFX	CFX	CFX	CFX
<i>Floating Rate</i>	SIFMA	SIFMA	SIFMA	SIFMA	SIFMA
	Weekly Index	Weekly Index	Weekly Index	Weekly Index	Weekly Index
<i>Maturity Date</i>	1-Jul-40	1-Jul-40	1-Jul-40	1-Jul-40	1-Jul-40
<i>Settlement</i>	Monthly	Monthly	Monthly	Monthly	Monthly
<i>Premium Paid</i>	None	None	None	None	None
<i>Counterparty</i>	UBS AG	Citibank	Morgan Stanley Capital Services Inc.	RBC Dain	JP Morgan*
<i>Ratings 6/30/2018</i> <i>(S&P/Moody's/Fitch)</i>	A+/Aa3/AA-	A+/A1/A+	BBB+/A3/A	AA-/A1/AA	A+/Aa3/AA
<i>Ratings 6/30/2019</i> <i>(S&P/Moody's/Fitch)</i>	A+/Aa3/AA-	A+/Aa3/A+	BBB+/A3/A	AA-/Aa2/AA	A+/Aa2/AA

*Originally with Bear Stearns Financial Products, Inc. By novation agreement dated April 22, 2009, this swap was transferred to JP Morgan Chase Bank, N.A.

Type of Hedge: Discrete Cash Flow

Fair Value: All of CFX's derivative instruments are considered effective cash flow hedges because they meet the consistent critical terms method criteria. Therefore, the fair value is reported as a deferred outflow on the balance sheets.

CFX has obtained independent market value evaluations of its swap transactions. These fair value estimates are based on expected forward LIBOR swap rates and discounted expected cash flows (Level 3 inputs). The appropriate LIBOR percentages that relate to the tax-exempt SIFMA swap rates are applied to the LIBOR swap curve to derive the expected forward SIFMA swap rates. On a current mark-to-market basis, the net present value of the swaps would require CFX to make an estimated combined termination payment, in the event that all of the outstanding swaps were terminated on June 30, 2019 or June 30, 2018, of \$177,483,541 and \$135,832,423, respectively. The change in fair value at FYE 2019 was \$41,651,180 higher than at FYE 2018 and the change in fair value at FYE 2018 was \$35,040,846 lower than at the prior year end.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Hedging Derivative Instruments – Cash Flow Hedges (Continued)

The table below provides the fair value of the Swaps:

Estimated Termination Payments Based on Net Present Value

	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Series 2008B	<u>\$ 177,483,541</u>	<u>\$ 135,832,423</u>

Risks: CFX monitors the various risks associated with the Swap Agreements. Based upon the assessment, CFX reviewed the following risks:

Credit Risk: CFX has adopted an Interest Rate Risk Management Policy whereby, prior to entering into an interest rate exchange agreement, CFX will require the counterparty to (i) have an initial rating of at least AA-/Aa3/AA- by at least one of the three nationally recognized credit rating agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies or (ii) alternatively, post suitable and adequate collateral, given the undertaking involved with the particular transaction. For all executed agreements, the counterparties met the criteria in (i) above at the time of execution.

Similar to the experience of many financial product providers in recent years, four of the five counterparties have dropped below the initial required rating levels. A summary of the credit ratings of the counterparties as of June 30, 2018 and 2019, is shown previously under *Summary of Derivative Hedging Instruments*. CFX's Interest Rate Risk Management Policy does not contain a specific requirement for collateral posting in the event of a counterparty downgrade below the minimum requirements; however, the agreements require that the counterparties post suitable and adequate collateral if the termination values were such that a payment would be due to CFX. As of June 30, 2019 and 2018, that is not the case; therefore, there is no reportable risk of loss to CFX due to credit risk. The following terms of the Swaps and all Series 2008B Bond obligations are identical:

1. The total notional amount of the Swaps equals the total issued principal amount of CFX's revenue bonds that are subject to the Swaps.
2. The re-pricing dates of the Swaps match those of the related bonds, specifically, all Series 2008B Bonds.
3. The amortization of the Swaps matches the amortization of the bonds.

CFX does not have a specific policy regarding entering into master netting arrangements, nor has it entered into any such master arrangements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Interest Rate Risk: CFX implemented a strategy on the Swaps associated with the Series 2008B Bonds, which was designed to provide a synthetic fixed rate.

Basis Risk: Basis risk for CFX's derivatives would be the risk that the weekly rates on its variable rate bonds would not match the index referenced in the interest rate exchange agreements. The Series 2005 variable rate bonds were issued to bear interest at the seven-day market rate, whereas the underlying swap agreements pay CFX interest at the weekly TBMA (now known as SIFMA) index rate. Since the variable rate paid by the counterparties on the interest rate swaps is the SIFMA index, CFX reasonably assumed that the hedging relationship would be highly effective in providing counterparty payments to CFX in amounts necessary to pay the synthetic fixed rate on the Series 2005 Bonds. However, during fiscal year 2008, CFX experienced some basis spread on the Series 2005 Bonds subsequent to Fitch's downgrade of Ambac, the bonds' insurer. In order to mitigate this spread, CFX took action to redeem the bonds and issued the Series 2008B Refunding Bonds, backed by letters of credit. In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2016, the Series 2008B2 Bonds were converted to a bank rate mode and directly placed with the bondholder. The bank rates for all the Series are reset on a weekly basis and are tied to the SIFMA index plus a spread. Therefore, basis risk for these bonds has been eliminated during the bank rate period.

Termination Risk: CFX is subject to termination risk but determined at the time to mitigate that risk by acquiring swap insurance policies for the swaps associated with the Series 2008B Bonds. Each of CFX's outstanding interest rate exchange agreements contain an Additional Termination Event provision, which is triggered by certain downgrades in the credit ratings of the respective parties, but each such provision is subject to the Insurer Provisions contained therein.

Under certain conditions set forth in the swap agreements, neither CFX nor the counterparty may designate an early termination date without the consent of the Insurer, unless an "Insurer Event" has occurred whereby the Swap 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 or 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 Credit Support Annex was negotiated with the counterparties. During fiscal year 2009, the insurer on the swaps now associated with the Series 2008B Bonds (the "2004 Swaps"), was downgraded below the A-/A3 (S&P/Moody's) level. As such, an Insurer Event did take place. Three of the five agreements required that CFX demonstrate that it had maintained its own rating above the A-/A3 levels to prevent a termination. CFX has maintained its ratings at A/A2; therefore, it has complied with the requirements and no termination event has occurred.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

One agreement did not consider 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. One agreement required that CFX either replace the insurer with another credit support facility or post collateral in the amount of the termination value in excess of \$15,000,000, based on CFX's credit rating. CFX received the notice of an Insurer Event from this counterparty on June 25, 2009 and posted collateral in July 2009. All investment income on the security posted as collateral, and the security itself, is income to, and an asset of, CFX. Per the agreement, the counterparty could request a maximum amount of \$21,700,859 as of June 30, 2019. However, the agreement only requires CFX to post collateral at the request of the counterparty. In compliance with the agreement and the most recent request, there was not a collateral posting as of June 30, 2019 or June 30, 2018.

As a result of CFX's compliance with the terms of the swap agreements and each applicable Credit Support Annex, as explained above, as of June 30, 2019 and 2018, no termination events have occurred.

Notwithstanding the Insurer Provisions under the swap agreements, CFX has the option to terminate all but one of the swaps at any time upon at least two business days' written notice to the counterparty. One agreement requires 30 days' written notice, a requirement which can be waived. Absent the Insurer Provisions, the counterparties may terminate the swap in the event of a default, such as: nonpayment, credit downgrade or failure to provide collateral.

Credit and Liquidity Access and Repricing Risk: CFX has reduced its basis and credit provider risks by placing the 2008B1, 2008B2, 2008B3 and 2008B4 Bonds in the bank rate mode directly with the bondholder at SIFMA plus a spread.

As of June 30, 2019, the expirations of the respective contracts were as follows:

<u>Bond Series</u>	<u>Type/Provider</u>	<u>Expiration Date</u>
Series 2008B1	FRN/Bank of America	Nov-2022
Series 2008B2	FRN/RBC Capital Markets	Jul-2023
Series 2008B3	FRN/Bank of America	Oct-2021
Series 2008B4	FRN/Wells Fargo	Jan-2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Associated Debt: The net cash flow of the underlying swap agreements compared to the variable rate bonds resulted in the following net cash inflows (outflows):

	<u>2003 Series</u>	<u>2005 Series</u>	<u>2008 Series</u>	<u>Total</u>
FY 2003	\$ 18,664	\$ -	\$ -	\$ 18,664
FY 2004	74,400	-	-	74,400
FY 2005	67,609	1,827	-	69,436
FY 2006	69,018	97,163	-	166,181
FY 2007	101,643	82,950	-	184,593
FY 2008	161,325	(2,434,950)	61,270	(2,212,355)
FY 2009	(8,421,180)	-	(487,400)	(8,908,580)
FY 2010	(506,773)	-	(165,018)	(671,791)
FY 2011	(1,115,769)	-	(263,904)	(1,379,673)
FY 2012	(1,742,406)	-	(242,174)	(1,984,580)
FY 2013	(6,639)	-	(35,814)	(42,453)
FY 2014	-	176	26,148	26,324
FY 2015	-	-	11,919	11,919
FY 2016	-	-	939	939
FY 2017	-	-	-	-
FY 2018	-	-	-	-
FY 2019	-	-	-	-
Total	<u>\$ (11,300,108)</u>	<u>\$ (2,252,834)</u>	<u>\$ (1,094,034)</u>	<u>\$ (14,646,976)</u>

Debt Service Reserve Requirements – CFX has purchased surety policies from bond insurers for the outstanding 2010B, 2012, 2013A, 2013B and 2016A Bonds. The Series 2016B and Series 2017 Bonds are secured by reserves comprised of a combination of cash and a surety policy. The Series 2018 Bonds are secured by a cash reserve. The 2008B, 2012A and 2013C Bonds are not secured by a reserve. Bond covenants do not require minimum ratings for providers of surety policies.

Defeased Bonds – During 1998, CFX defeased the Series 1988 Bonds by placing the proceeds of the unused portion of the 1998 Bonds and a portion of the 1998 Bonds in an irrevocable escrow account to provide for all future debt service payments. The purpose of this defeasance was to provide additional financing flexibility, while maintaining CFX's targeted debt service ratio. As a result, the trust account assets and the liability for the defeased bonds are not included in CFX's balance sheets. The balance of defeased bonds outstanding for the 1988 Bonds was \$0 and \$23,140,000 on June 30, 2019 and 2018, respectively.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

On November 2, 2016 CFX utilized proceeds from the issuance of the Series 2016B Refunding Bonds to fund an escrow to provide the for the payment of principal and interest on the refunded portion of the Series 2007A Bonds as of their call date of July 1, 2017 and the Series 2010A, 2010B and 2010C Bonds as of their call date of July 1, 2020.

On December 28, 2017 CFX utilized proceeds from the issuance of the Series 2017 Refunding Bonds to fund an escrow to provide the for the payment of principal and interest on the refunded Series 2007A Bonds as of their call date of July 1, 2021 and the Series 2010A, 2010B and 2010C Bonds as of the call date of July 1, 2020.

Principal maturities on those defeased bonds, based on July 1 payments each year, are as follows (in thousands):

Year Ending June 30,	1988 Bonds	2007A Bonds	2010A Bonds	2010B Bonds	2010C Bonds	Total
2020	\$ -	\$ -	\$ 120,760	\$ 30,095	\$ 12,905	\$ 163,760
2021	-	185,885	213,805	59,870	270,705	730,265
	\$ -	\$ 185,885	\$ 334,565	\$ 89,965	\$ 283,610	\$ 894,025

Loan/Lease Payable

On December 31, 2018, a lease purchase agreement and loan agreement between Osceola County and the Osceola Expressway Authority (OCX) for the operation of the Poinciana Parkway were transferred from OCX to CFX. CFX assumed all assets, liabilities, facilities, tangible and intangible property as well as any other legal rights of OCX. Osceola County's Series 2014 bonds and SIB loan incurred by the construction of the Poinciana Parkway remain outstanding and will continue to be paid from any toll revenues from the Poinciana Parkway System. The Poinciana Parkway is currently a non-system project for CFX, and none of Osceola County's outstanding debt is backed by CFX's current system revenues.

Change in Loan/Lease Payable - The following is a summary of changes in loan/lease payable (in thousands):

	June 30, 2018	Additions	Deletions	June 30, 2019	Due Within One year
Loan payable	\$ -	\$ 3,564	\$ -	\$ 3,564	\$ -
Lease payable	-	88,400	-	88,400	705
	\$ -	\$ 91,964	\$ -	\$ 91,964	\$ 705

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Loan/Lease Payable (Continued)

The following is a schedule by years of the future minimum payments on the amounts due to Osceola County for the lease and loan payable in association with the Poinciana Parkway System (in thousands):

Period Ending June 30,	Principal	Interest	Total Debt Service
2020	\$ 705	\$ 2,579	\$ 3,284
2021	1,016	2,722	3,738
2022	1,242	2,886	4,128
2023	1,386	3,067	4,453
2024	1,528	3,271	4,799
2025-2029	4,020	23,380	27,400
2030-2034	13,726	28,464	42,190
2035-2039	15,995	28,157	44,152
2040-2044	22,980	22,064	45,044
2045-2049	29,366	4,125	33,491
	<u>\$ 91,964</u>	<u>\$ 120,715</u>	<u>\$ 212,679</u>

Due to Governmental Agencies

Due to governmental agencies consists of the following (in thousands):

	June 30, 2018	Additions	Deletions	June 30, 2019
Advances from FDOT for construction, operations and maintenance of certain plazas and roadways	\$ 1,377	\$ 1,404	\$ (1,377)	\$ 1,404
Loans and advances for specific projects	5,394	195,573	(261)	200,706
Toll revenue due to other state agencies	7,276	95,503	(97,963)	4,816
	<u>14,047</u>	<u>292,480</u>	<u>(99,601)</u>	<u>206,926</u>
Less current portion	(8,914)	(6,471)	8,914	(6,471)
Due to other governments, net of current portion	<u>\$ 5,133</u>	<u>\$286,009</u>	<u>\$ (90,687)</u>	<u>\$ 200,455</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 5 - Long-Term Debt (Continued)

Due to Governmental Agencies (Continued)

The following is a schedule by years of the minimum future payments on the amounts due to governmental agencies (all amounts in thousands):

Year Ending June 30,	Amount
2019	\$ 6,471
2020	-
2021	-
2022	-
2023	-
Thereafter	200,455
	\$ 206,926

Amounts included in “thereafter” are payable based on future events, as described below:

Included in the Loans and Advances for specific projects is \$4,882,492 for advances from the Greater Orlando Aviation Authority, the City of Orlando and Orange County for the extension of Goldenrod Road. The extension is a non-System project, and revenues from this project are utilized solely to pay expenses for the extension and to reimburse the funding partners, including CFX, for their original contribution to the project. Also included in Loans and Advances for specific projects is 195,572,543 for a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan from the US Department of Transportation. This loan was secured from qualifying expenses for the acquisition of right-of-way and construction of the Wekiva Parkway. Principal repayments begin in 2028 and continue through 2049.

Note 6 - Leases

Operating Leases - CFX leases excess capacity of the Fiber Optic Network (FON) to Sprint Communications Company L.P. The original historic cost of this FON of \$19,172,000 is not depreciated because its expected life exceeds 100 years. This is a ten-year lease with three five-year renewal options. The annual rate of \$464,640, adjusted annually by the local Consumer Price Index, is presented as miscellaneous nonoperating revenues. If CFX terminates this agreement because of licensee’s (Sprint’s) default, the licensee shall pay CFX, as liquidated damages, an amount equal to the minimum total fees and charges for the remaining agreement term. There is no termination clause for the licensee except by default of CFX. The second five-year renewal was executed at the end of fiscal year 2016. The minimum future rentals for the remaining two fiscal years are \$464,640 per year for the first year and \$425,920 for the second year, for a total of \$890,560.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 7 - Commitments and Contingencies

Commitments - Outstanding construction and other significant commitments for improvements, maintenance and operation of the System totaled approximately \$420,520,000 at June 30, 2019.

Pending Litigation - Various lawsuits and claims arising in the ordinary course of CFX's operations are pending against CFX.

Note 8 - Retirement Plans

Plan Descriptions

Florida Retirement System (FRS) Pension Plan - Most employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, defined-benefit retirement plan, or defined-contribution retirement plan, administered by the Florida Department of Administration, Division of Retirement. 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. The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Employees are classified in either the regular service class or the senior management service class ("SMSC"). The SMSC is for members who fill senior-level management positions. Employees classified as SMSC may opt out of participation in the FRS. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida Legislature.

Retiree Health Insurance Subsidy (HIS) Program - Employees of CFX also participate in the Retiree Health Insurance Subsidy (HIS) Program, which is a cost-sharing, multiple-employer defined-benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Public Employee Optional Retirement Program - Employees may participate in the Public Employee Optional Retirement Program (the "Investment Plan"), a defined-contribution retirement program, in lieu of participation in the defined-benefit retirement plan ("Pension Plan"). If the Investment Plan is elected, active membership in the defined-benefit retirement plan is terminated. Eligible members of the Investment Plan are vested at one year of service and receive a contribution for self-direction in an investment product with a third-party administrator selected by the State Board of Administration. The contribution rates for both fiscal 2019 and 2018 were 6.3% for regular class and 7.67% for senior management class.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 8 - Retirement Plans (Continued)

Benefits Provided – For employees in FRS, benefits are computed on the basis of age, average final compensation and service credit. Regular class and senior management class employees who were enrolled in the FRS prior to July 1, 2011 and retire at or after age 62 with at least six years of credited service, or 30 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, based on their final average compensation of their five highest fiscal years of pay for each year of credited service. Employees enrolled on or after July 1, 2011 and who retire at or after age 65 with at least eight years of credited service, or 33 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, as explained above based on their eight highest fiscal years of pay. Using their date of enrollment as a basis, vested employees with less than the minimum years of service may retire before the minimum age and receive reduced retirement benefits. A post-retirement health insurance subsidy is also provided to eligible retired employees through the FRS defined benefit, in accordance with Florida Statutes.

In addition to the above benefits, the FRS administers a Deferred Retirement Option Program (“DROP”). This program 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.

Contributions - Starting on July 1, 2011, Chapter 2011-68 of the Laws of Florida required members of the FRS not enrolled in DROP to contribute 3% of their salary to their retirement. Governmental employers are required to make contributions to the FRS based on statewide contribution rates. The fiscal year 2019 contribution rate applied to regular employee salaries was 8.26%, 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 24.06%, including 1.66% 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 the employees in DROP was 14.03%, including 1.66% for HIS. The fiscal year 2018 contribution rate was 13.26%, which included 1.66% for HIS.

CFX’s actual contributions to the FRS for the fiscal years ended June 30, 2019 and 2018 were \$896,000 and \$790,000, respectively. Employee contributions were \$212,000 and \$195,000 for the fiscal years ended June 30, 2019 and 2018, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

CFX reported a liability of \$8,312,000 and \$7,979,000, at June 30, 2019 and 2018, respectively, for its proportionate share of the net pension liability of FRS and HIS. The net pension liability as of June 30, 2019 and 2018 was measured as of June 30, 2018 and 2017, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. CFX’s proportion of the net pension liability was based on CFX’s historical employer contributions to the pension plans for fiscal year 2017 and 2018 relative to the historical contributions of all participating employers. At June 30, 2018, CFX’s proportion was 0.0205% and 0.0202% for FRS and HIS, respectively, which was an increase of 0.0004% and an increase of 0.0013% from its respective proportion measured as of June 30, 2017.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 8 - Retirement Plans (Continued)

At June 30, 2017, CFX's proportion was 0.0201% and 0.0189% for FRS and HIS, respectively, which was an increase of 0.001% and an increase of 0.0016% from its respective proportion measured as of June 30, 2016.

For the year ended June 30, 2019, CFX recognized pension expense of \$1,356,000 and \$223,000, for FRS and HIS, respectively. For the year ended June 30, 2018, CFX recognized pension expense of \$1,278,000 and \$200,000, for FRS and HIS, respectively.

At June 30, 2019 and June 30, 2018, CFX reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

	As of June 30, 2019	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 556	\$ 23
Changes of assumptions	2,257	226
Differences between projected and actual earnings on pension plan investments	-	477
Changes in proportion	959	7
CFX contributions subsequent to the measurement date	805	-
	\$ 4,577	\$ 733

	As of June 30, 2018	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 547	\$ 37
Changes of assumptions	2,286	175
Differences between projected and actual earnings on pension plan investments	1	148
Changes in proportion	1,127	10
CFX contributions subsequent to the measurement date	694	-
	\$ 4,655	\$ 370

\$805,000 and \$694,000 reported as deferred outflows of resources related to pensions resulting from CFX contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2020 and June 30, 2019 respectively.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 8 - Retirement Plans (Continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows (in thousands):

Years Ending June 30:	Amount
2020	\$ 665
2021	538
2022	457
2023	418
2024	369
Thereafter	592

Actuarial Assumptions – The actuarial assumptions that determined the total pension liability as of June 30, 2019 and June 30, 2018, were based on the results of an actuarial experience study for the period July 1, 2008 – June 30, 2013.

Valuation date	July 1, 2017	July 1, 2018
Measurement date	June 30, 2017	June 30, 2018
Inflation	2.60%	2.60%
Salary increases, including inflation	3.25%	3.25%
Mortality	Generational RP-2000 with Projection Scale BB	Generational RP-2000 with Projection Scale BB
Actuarial Cost Method	Individual Entry Age	Individual Entry Age

The long-term expected rate of return, net of investment expense on pension plan investments was 7.00% and 7.10% as of June 30, 2018 and June 30, 2017 respectively. This rate was determined using a forward-looking capital market economic model. The table below shows the assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The expected real rate of return is presented in arithmetic means.

Asset Class	Target Allocation	Annual Arithmetic Return
Cash	1%	2.9%
Fixed Income	18%	4.4%
Global equity	54%	7.6%
Real Estate (property)	11%	6.6%
Private equity	10%	10.7%
Strategic investments	6%	6.0%
Total	100.00%	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018

Note 8 - Retirement Plans (Continued)

Discount Rate – The discount rate used to measure the total pension liability was 7.00% and 7.10% for FRS for June 30, 2018 and June 30, 2017 respectively. The discount rate used to measure the total pension liability was 3.87% and 3.58% for HIS as of June 30, 2018 and June 30, 2017 respectively. For FRS, the plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

Sensitivity of CFX’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents CFX’s proportionate share of the net pension liability calculated using the discount rate of 7.00% and 7.10% for FRS for June 30, 2018 and June 30, 2017 respectively. The discount rate of 3.87% and 3.58% was used for HIS for June 30, 2018 and June 30, 2017 respectively. The following also presents what CFX’s proportionate share of the net pension liability would be at June 30, 2019 and 2018 if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the respective current rate:

		As of June 30, 2019		
		FRS		
		1% Decrease 6.0%	Current Discount Rate 7.0%	1% Increase 8.0%
CFX’s proportionate share of the net pension liability (asset)		\$ 11,278,799	\$ 6,177,976	\$ 1,945,186
		HIS		
		1% Decrease 2.87%	Current Discount Rate 3.87%	1% Increase 4.87%
CFX’s proportionate share of the net pension liability (asset)		\$ 2,430,551	\$ 2,134,044	\$ 1,886,888

		As of June 30, 2018		
		FRS		
		1% Decrease 6.1%	Current Discount Rate 7.1%	1% Increase 8.1%
CFX’s proportionate share of the net pension liability (asset)		\$ 10,783,597	\$ 5,957,987	\$ 1,951,626
		HIS		
		1% Decrease 2.58%	Current Discount Rate 3.58%	1% Increase 4.58%
CFX’s proportionate share of the net pension liability (asset)		\$ 2,305,742	\$ 2,020,574	\$ 1,783,044

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2019 and 2018**

Note 8 - Retirement Plans (Continued)

Change in Net Pension Liability - The following is a summary of changes in net pension liability (in thousands):

	June 30, 2018	Additions	Deletions	June 30, 2019	Due Within One year
Net pension liability	\$ 7,979	\$ 5,712	\$ 5,379	\$ 8,312	\$ -

	June 30, 2017	Additions	Deletions	June 30, 2018	Due Within One year
Net pension liability	\$ 6,830	\$ 5,489	\$ 4,340	\$ 7,979	\$ -

Pension Plan Fiduciary Net Position – Detailed information about FRS and HIS fiduciary net position is available in the separately issued FRS financial report. The latest available report may be obtained by writing to the Department of Management Services, Office of the Secretary, 4050 Esplanade Way, Tallahassee, FL 32399-0950 or from the website: http://www.dms.myflorida.com/workforce_operations/retirement/publications

Note 9 - Risk Management

CFX is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which CFX purchases commercial insurance.

No settlements have exceeded coverage levels in place during 2017, 2018 and 2019.

CFX is covered by the State of Florida's State Group Insurance program, a risk management pool to which risk is transferred in exchange for annual premium payments.

REQUIRED SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Trend Data on Infrastructure Condition

CFX elected to use the modified approach to account for maintenance of its infrastructure assets starting in fiscal year 1997. The FDOT annually inspects CFX’s roadways. The FDOT utilizes the Maintenance Rating Program (the “MRP”) to assess the condition of the System. Copies of the MRP manual may be obtained from the State Maintenance Office, 605 Suwannee Street, Mail Station 52, Tallahassee, FL 32399-0450. The MRP manual provides a uniform evaluation system for maintenance features of the State Highway System. The roadways are rated on a 100-point scale, with 100 meaning that every aspect of the roadway is in new and perfect condition. CFX’s System, as a whole, is given an overall rating, indicating the average condition of all roadways operated by CFX. The assessment of condition is made by visual and mechanical tests designed to reveal any condition that would reduce highway-user benefits below the maximum level of service. CFX’s policy is to maintain the roadway condition at a MRP rating of 80 or better. The results of the last three completed inspections are as follows:

Evaluation Period	
<u>Fiscal Year</u>	<u>Rating</u>
2019	91%
2018	92%
2017	89%

The budget-to-actual expenditures for preservation for the past five years are as follows:

<u>Fiscal Year</u>	<u>Budget</u>	<u>Actual</u>
	<i>(in thousands)</i>	
2019	\$ 44,000	\$ 21,586
2018	31,850	33,837
2017	38,487	22,447
2016	42,406	15,964
2015	26,085	3,975

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX's Proportionate Share of the Net Pension Liability

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

CFX Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	CFX's Proportion of the FRS Net Pension Liability	CFX's Proportionate Share of the FRS Net Pension Liability	CFX's Covered Payroll	CFX's Proportionate Share of the FRS Net Pension Liability as a Percentage of Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2019	2018	0.0205%	\$ 6,180	\$ 4,250	145.41%	84.26%
2018	2017	0.0201%	5,958	4,093	145.57%	83.89%
2017	2016	0.0191%	4,812	3,746	128.46%	84.88%
2016	2015	0.0174%	2,249	3,212	70.02%	92.00%
2015	2014	0.0157%	959	2,987	32.11%	96.09%
2014	2013	0.0091%	1,566	2,985	52.46%	88.54%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

CFX Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	CFX's Proportion of the HIS Net Pension Liability	CFX's Proportionate Share of the HIS Net Pension Liability	CFX's Covered Payroll	CFX's Proportionate Share of the HIS Net Pension Liability as a Percentage of Covered Payroll	HIS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2019	2018	0.0202%	\$ 2,134	\$ 6,585	32.41%	2.15%
2018	2017	0.0189%	2,021	6,023	33.55%	1.64%
2017	2016	0.0173%	2,018	5,345	37.75%	0.97%
2016	2015	0.0157%	1,603	4,769	33.61%	0.50%
2015	2014	0.0152%	1,418	4,507	31.46%	0.99%
2014	2013	0.0154%	1,343	4,482	29.96%	1.78%

Notes:

- 1) This schedule is intended to show information for ten years; however, data was unavailable prior to 2014. Additional years' information will be presented as it becomes available.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX Contributions

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

Fiscal Year Ending June 30,	FRS Contributions in Relation to the		FRS Contribution Deficiency (Excess)	CFX's Covered Payroll	FRS Contributions as a Percentage of Covered Payroll
	FRS Contractually Required Contribution	Contractually Required Contribution			
2019	\$ 685	\$ 685	\$ -	\$ 4,712	14.54%
2018	585	585	-	4,250	13.76%
2017	524	524	-	4,093	12.80%
2016	465	465	-	3,746	12.41%
2015	424	424	-	3,212	13.20%
2014	344	344	-	2,987	11.52%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

Fiscal Year Ending June 30,	HIS Contributions in Relation to the		HIS Contribution Deficiency (Excess)	CFX's Covered Payroll	HIS Contributions as a Percentage of Covered Payroll
	HIS Contractually Required Contribution	Contractually Required Contribution			
2019	\$ 119	\$ 119	\$ -	\$ 7,147	1.67%
2018	109	109	-	6,585	1.66%
2017	100	100	-	6,023	1.66%
2016	89	89	-	5,345	1.67%
2015	60	60	-	4,769	1.26%
2014	52	52	-	4,507	1.15%

Notes:

- 1) This schedule is intended to show information for ten years; however, data was unavailable prior to 2014. Additional years' information will be presented as it becomes available.

OTHER SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents

	Years Ended June 30,	
	2019	2018
	(in thousands)	
Schedule 1		
Revenues:		
Tolls	\$ 463,236	\$ 441,767
Fees tied to revenue collection	9,917	7,728
Transponder sales	648	297
Other operating	1,482	1,631
Interest	6,458	3,642
Miscellaneous	914	1,011
Total revenues	482,655	456,076
Expenses:		
Operations	62,123	53,373
Maintenance	17,753	17,606
Administration	8,447	7,743
Other operating	3,317	2,248
Total expenses	91,640	80,970
Add deposits into OMA reserve	1,086	735
Less advances allowable for operations and maintenance expenses received from FDOT	(7,041)	(6,930)
Net expenses	85,685	74,775
Net revenues, as defined, inclusive of advances received from the FDOT	\$ 396,970	\$ 381,301
Senior lien debt service payments	\$ 170,170	\$ 164,563
Senior lien debt service ratio of net revenues to debt service payments	2.33	2.32
Subordinate Payments		
SIB Loan Payment	\$ -	\$ 1,075
SunTrust Bank Loan Payment	7,473	6,851
Total Subordinate Payments	\$ 7,473	\$ 7,926
Subordinate Debt Service Ratio*	2.23	2.21

*These calculations are done according to the Master Subordinate Lien Resolution.

Note: Revenues and expenses are presented on this schedule on the accrual basis in accordance with accounting principles generally accepted in the United States of America. Certain amounts included on the statement of revenues, expenses, and changes in net position are not part of net revenues, as defined, and are, therefore, excluded from this schedule.

**REPORTS ON COMPLIANCE
AND INTERNAL CONTROL**



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority (“CFX”) as of and for the year ended June 30, 2019, and have issued our report thereon dated October 31, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered CFX’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CFX’s internal control. Accordingly, we do not express an opinion on the effectiveness of CFX’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Members of the
Central Florida Expressway Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether CFX's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General*, we reported certain matters to management in a separate management letter and Independent Accountant's Report dated October 31, 2019.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CFX's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
October 31, 2019



Certified Public Accountants

**INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH BOND COVENANTS**

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority ("CFX") as of and for the year ended June 30, 2019, and have issued our report thereon dated October 31, 2019.

Other Matter

In connection with our audit, nothing came to our attention that caused us to believe that CFX failed to comply with the terms, covenants, provisions, or conditions of Sections 5.2, 5.5 to 5.7, 5.9, 5.10, 5.12, and 5.17, inclusive of the Amended and Restated Master Bond Resolution dated February 3, 2003, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding CFX's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Amended and Restated Master Bond Resolution, insofar as they relate to accounting matters.

Restricted Use Relating to the Other Matter

This communication related to compliance with the aforementioned Amended and Restated Master Bond Resolution and is intended solely for the information and use of CFX members, management, and the bondholders and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in blue ink that reads "Moore Stephens Lovelace, P.A."

MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
October 31, 2019



INDEPENDENT ACCOUNTANT'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have examined the compliance of the Central Florida Expressway Authority ("CFX") with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended June 30, 2019. Management is responsible for CFX's compliance with those requirements. Our responsibility is to express an opinion on CFX's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about CFX's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on CFX's compliance with specified requirements.

In our opinion, CFX complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2019.

Moore Stephens Lovelace, P.A.

MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
October 31, 2019



MANAGEMENT LETTER

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Financial Statements

We have audited the financial statements of Central Florida Expressway Authority (“CFX”) as of and for the fiscal year ended June 30, 2019, and have issued our report thereon dated October 31, 2019.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Governmental Auditing Standards*; Independent Auditor’s Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; Independent Auditor’s Report on Compliance with Bond Covenants; and Independent Accountant’s Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated October 31, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

To the Members of the
Central Florida Expressway Authority

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and report the results of our determination as to whether or not CFX has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that CFX did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for CFX. It is management's responsibility to monitor CFX's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. There were no special district component units that were required to provide financial information to CFX for the fiscal year ended June 30, 2019.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the members of CFX's Board, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Moore Stephens Lovelace, P.A.

MOORE STEPHENS LOVELACE, P.A.

Certified Public Accountants

Orlando, Florida
October 31, 2019

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS**

For the Year Ended June 30, 2019

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Certified Public Accountants

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on Compliance for Each Major Federal Program

We have audited the compliance of the Central Florida Expressway Authority ("CFX") with the types of compliance requirements described in the U.S. Office of Management and Budget ("OMB") *Compliance Supplement* that could have a direct and material effect on CFX's major federal program for the year ended June 30, 2019. CFX's major federal program is identified in the summary of independent auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal program.

Auditor's Responsibility

Our responsibility is to express an opinion on CFX's compliance based on our audit. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations*, Part 200, *Uniform Administrative Requirements, Cost Principles, and the Audit Requirements for Federal Awards* ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program identified in the accompanying schedule of findings and questioned costs occurred. An audit includes examining, on a test basis, evidence about CFX's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of CFX's compliance.

Opinion on Each Major Federal Program

In our opinion, CFX complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal for the year ended June 30, 2019.

To the Members of the
Central Florida Expressway Authority

Report on Internal Control over Compliance

The management of CFX is responsible for establishing and maintaining effective internal control over compliance with the types of requirements referred to above. In planning and performing our audit, we considered CFX's internal control over compliance with the requirements that could have a direct and material effect on its major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for its major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of CFX's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of CFX as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise CFX's basic financial statements. We have issued our report thereon dated October 31, 2019, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for the purposes of additional analysis, as required by the Uniform Guidance, and is not a required part of the basic financial statements.

To the Members of the
Central Florida Expressway Authority

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance (Cont.)

Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Moore Stephens Lovelace, P.A.

MOORE STEPHENS LOVELACE, P.A.

Certified Public Accountants

Orlando, Florida
October 31, 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2019

Grantor/Federal Program Title	CFDA Number	Expenditures
U.S. Department of Transportation		
Transportation Infrastructure Finance and Innovation Act (TIFIA) Program	20.223	<u>\$ 193,695,000</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS		<u><u>\$ 193,695,000</u></u>

See accompanying notes to Schedule of Expenditures of Federal Awards

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Notes to Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2019

1. Basis of Presentation

The Schedule of Expenditures of Federal Awards (the “Schedule”) represents the loan proceeds received from the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program during the 2019 fiscal year. Expenditures related to the program were incurred in prior fiscal years, based on the accrual basis of accounting. The amount reported on the Schedule has been reconciled to, and is in material agreement with, the amount recorded in the Central Florida Expressway Authority’s (“CFX”) accounting records from which the basic financial statements have been reported.

2. Contingency

The grant revenue amounts received are subject to audit and adjustment. If any expenditures are disallowed by a grantor agency as result of such an audit, any claim for reimbursement to the grantor agencies would become a liability of CFX. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreements and applicable federal and state laws, and regulations.

3. Indirect Cost Rate Election

CFX did not elect to use the de minimis rate of 10% for determining indirect cost amounts for its federal programs.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Schedule of Findings and Questioned Costs

For the Year Ended June 30, 2019

Section I - Summary of Independent Auditor's Results

Financial Statements

Type of Auditor's Report Issued:

Unmodified Opinion

Internal control over financial reporting:

- Material weakness(es) identified? ___ Yes X No
- Significant deficiency(ies) identified? ___ Yes X None reported
- Noncompliance material to financial statements noted? ___ Yes X No

Federal Awards

Internal control over the major federal program:

- Material weakness(es) identified? ___ Yes X No
- Significant deficiency(ies) identified? ___ Yes X None reported

Type of report issued on compliance for the major federal program:

Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a) of the Uniform Guidance?

___ Yes X No

Identification of the Major Federal Program:

<u>CFDA Number(s)</u>	<u>Name of Federal Program</u>
20.223	Transportation Infrastructure Finance and Innovation Act (TIFIA) Program

Dollar threshold used to distinguish between Type A and Type B programs:

Federal: \$750,000

Auditee qualified as low-risk auditee? ___ Yes X No

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of Findings and Questioned Costs (*Continued*)
For the Year Ended June 30, 2019

Section II - Financial Statement Findings

None Reported.

Section III - Federal Award Findings and Questioned Costs Section

None Reported.

Section IV - Prior Year Audit Findings

None Reported.



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority (“CFX”) as of and for the year ended June 30, 2019, and have issued our report thereon dated October 31, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered CFX’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CFX’s internal control. Accordingly, we do not express an opinion on the effectiveness of CFX’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Members of the
Central Florida Expressway Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether CFX's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General*, we reported certain matters to management in a separate management letter and Independent Accountant's Report dated October 31, 2019.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CFX's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Moore Stephens Lovelace, P.A."

MOORE STEPHENS LOVELACE, P.A.

Certified Public Accountants

Orlando, Florida
October 31, 2019