

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
March 12, 2020
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 FEBRUARY 13, 2020 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. **SUSTAINABILITY PROGRAM** – *Bryan Homayouni, Manager of Traffic Operations (info. item)*
2. **I-4 ULTIMATE PROJECT** – *John E. Tyler, Construction Engineer, FDOT District 5 & Paul Wabi, I-4 Ultimate Construction Program Manager, FDOT (info. item)*
3. **COMMUNICATION PLAN FOR PAY BY PLATE** – *Angela Melton, Manager of Communications (info. item)*
4. **PART-TIME SHOULDER USE PROJECTS** – *Glenn Pressimone, Chief of Infrastructure & Pete Jenior, Associate Engineer, Kittelson & Associates, Inc. (info. item)*

(CONTINUED ON PAGE 2)

5. ENVIRONMENTAL COMMITTEE CHARTER – *Chairman Carey* (action item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at 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
February 13, 2020**

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

Board Members Present:

Commissioner Brenda Carey, Seminole County (Chairman)
Mayor Buddy Dyer, City of Orlando (Vice Chairman)
Commissioner Betsy VanderLey, Orange County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Mayor Jerry Demings, Orange County
Andria Herr, Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
Commissioner Curt Smith, Brevard County

Board Member Not Present:

Commissioner Sean Parks, Lake County

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 Carey.

B. PUBLIC COMMENT

There were no public comments.

C. APPROVAL OF DECEMBER 12, 2019 BOARD MEETING MINUTES

A motion was made by Mr. Madara and seconded by Commissioner Arrington to approve the December 12, 2019 Board Meeting Minutes as presented. The motion carried unanimously with seven (7) members present voting AYE by voice vote. Two (2) members, Commissioner Parks and Commissioner Smith were not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

ADMINISTRATIVE SERVICES

1. Approval of First Contact Renewal with Thorn Run Partners, LLC for Federal Advocacy Services, Contract No. 001533 (Agreement Value: \$49,200.00)

CONSTRUCTION

2. Approval of Construction Contract Modifications on the following projects:

a. Project 417-134 Hubbard Construction Co.	\$ 25,160.20
b. Project 528-750 Preferred Materials, Inc.	\$ 694,573.60
c. Project 253G SEMA Construction, Inc.	\$ 99,484.26
d. Project 408-128 The Lane Construction Corp.	\$ 929,016.89
e. Project 599-541 Traffic Control Devices, Inc.	(\$ 119,861.01)
3. Approval of Contract Award to Central Florida Underground, Inc. for SR 528/SR 436 Orlando Utilities Commission East Jack & Bore Joint Participation Agreement, Project 528-143-01, Contract No. 001631 (Agreement Value: \$294,132.00)
4. Approval of Contract Award to Jr. Davis Construction Company, Inc. for SR 429 Stoneybrook West Interchange, Project 429-316A, Contract No. 001635 (Agreement Value: \$10,823,189.37)
5. Approval of Contract Award to United Signs & Signals, Inc. for Systemwide Pay By Plate Signs - SR 408, Project 599-643A, Contract No. 001642 (Agreement Value: \$1,069,274.79)
6. Approval of Contract Award to Traffic Control Devices, Inc. for Systemwide Pay By Plate Signs - SR 417, Project 599-643B, Contract No. 001643 (Agreement Value: \$1,117,711.00)
7. Approval of Contract Award to United Signs & Signals, Inc. for Systemwide Pay By Plate Signs – Miscellaneous, Project 599-643C, Contract No. 001644 (Agreement Value: \$1,148,326.33)

ENGINEERING

8. Approval of First Contract Renewal with Protean Design Group, Inc. for Miscellaneous Design Consultant Services, Contract No. 001208 (Agreement Value: \$830,000.00)
9. Approval of Supplemental Agreement No. 4 for Post Design Services and Classen Graphics Infrastructure Development, LLC as a Subconsultant with DRMP, Inc. for the SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road, Project 528-143, Contract No. 001314 (Agreement Value: \$1,104,457.44)
10. Approval of Contract Award to The Balmoral Group, LLC for Design Consultant Services for the SR 528 Widening from Narcoossee Road to SR 417, Project 528-160, Contract No. 001589 (Agreement Value: not-to-exceed \$1,290,000.00)
11. Approval of Contract Award to Jacobs Engineering Group, Inc. for Professional Engineering Consultant Services for the Project Development and Environmental Study of the SR 414 Expressway Extension Project, Project 414-227, Contract No. 001590 (Agreement Value: not-to-exceed \$1,600,000.00)
12. Approval of Contract Award to Kimley Horn & Associates, Inc. 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 (Agreement Value: not-to-exceed \$1,650,000.00)
13. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 408 Tampa Avenue Interchange, Project 408-315, Contract No. 001617

FINANCE

14. Approval of First Contract Renewal with PFM Asset Management, LLC for Investment Advisor Services, Contract No. 001244 (Agreement Value: \$255,000.00)

LEGAL

15. Approval of Partial Release and Amendment of Indenture (AT&T), Project VTUSA, 528 Corridor
16. Approval of Agreement to Amend the Indenture (Sprint), Project VTUSA, 528 Corridor
17. Approval of AAF-Cargo Road/Narcoossee Drainage: Reinstatement and Third Amendment to Purchase and Sale Agreement, Project 528-143, Parcels 802-B, 805 and 806
18. Approval of Proposed Order on Expert Fees and Costs as to Juris, Cynthia J. and Robert S. Henderson, as Trustees, et. al., Project 429-202, Parcels 112 (Parts A & B) and 712, (Agreement Value: \$56,000.00)

MAINTENANCE

19. Approval of Supplemental Agreement No. 7 with Infrastructure Corporation of America for Facilities Maintenance Services, Contract No. 001150 (Agreement Value: \$100,000.00)
20. Approval of Supplemental Agreement No. 2 with Jorgensen Contract Services, LLC for Roadway Maintenance Services – SR 408, SR 417 and SR 528, Contract No. 001151 (Agreement Value: \$247,467.00)
21. Approval of Amendment No. 1 to Supplemental Agreement No. 3 to Infrastructure Corporation of America for Roadway Maintenance Services, Contract No. 001152 (Agreement Value: \$290,000.00)
22. Approval of First Contract Renewal with Chapco Fence, LLC for Fencing Repairs along the Poinciana Parkway, Contract No. 001536 (Agreement Value: \$30,000.00)
23. Approval of Contract Award to Arazoza Brothers Corp. for SR 408 Landscape Improvements from Good Homes Road to Hiawasse Road, Project 408-828, Contract No. 001641 (Agreement Value: \$843,850.25)

TECHNOLOGY/TOLL OPERATIONS

24. Approval of Cintas Corporate Services, Inc. and EmployBridge Holding Company (RemX) as Subcontractors for the E-PASS and Violation Enforcement Operations Contract with Egis Projects, Inc., Contract No. 001105
25. Authorization to Execute A Single Source Contract with Kyra Solutions, Inc. for Image Processing Solution, Contract No. 001660 (Agreement Value: \$1,500,000.00)
26. Authorization to Execute Cooperative Purchase Agreement with Tews Consulting, Inc. for Information Technology Staff Augmentation Services, Contract No. 001656 (Agreement Value: not-to-exceed \$2,000,000.00)
27. Approval of Purchase Order to Dasher Technologies for Additional Storage for the Infinity Toll Collection System (Agreement Value: not-to-exceed \$75,000.00)
28. Approval of Purchase Order to Hewlett Packard Enterprise Company for Hewlett Packard Enterprise Server and Equipment Support Services (Agreement Value: not-to-exceed \$71,186.12)
29. Approval of Purchase Order to Microsoft Corporation for Support Services (Agreement Value: \$71,647.00)

TRAFFIC OPERATIONS

30. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for Development of the Intelligent Transportation Systems Master Plan, Project 599-558, Contract No. 001616

Commissioner VanderLey requested that Items #9 and #10 be pulled for separate consideration. She will abstain from voting on these items due to a conflict of interest with DRMP, Inc. (Form 8B, Memorandum of Voting Conflict Form is attached as **Exhibit "A"**).

A motion was made by Mayor Dyer and seconded by Commissioner VanderLey to approve the Consent Agenda except for Items #9 and #10. The motion carried unanimously with seven (7) members present voting AYE by voice vote. Two (2) members, Commissioner Parks and Commissioner Smith were not present.

A motion was made by Mayor Dyer and seconded by Mr. Madara to approve Consent Agenda Items #9 and #10. The motion carried unanimously with six (6) members present voting AYE by voice vote. Commissioner VanderLey abstained from voting. Two (2) members, Commissioner Parks and Commissioner Smith were not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Carey announced the following:
 - CFX is hosting the E-ZPass governing board meeting today;
 - PJ Wilkins, E-ZPass Executive Director addressed the CFX Board.

Commissioner Smith arrived at this time 9:05 a.m.

- Commissioner Campione has resigned from the CFX Board and has appointed Commissioner Sean Parks in her stead. Chairman Carey thanked Commissioner Campione for her service to this board and welcomed Commissioner Parks.
- CFX's "Drive Smart Florida – Smart Driver, Safe Commute" safety campaign introduced by Ms. Herr has been recognized by the United Safety Council for improving driver safety by better educating Florida's newest drivers on the rules of the road.

2. TREASURER'S REPORT

Commissioner VanderLey reported that toll revenues for December were \$42,787,093 which is 11.8% above projections and 9.2% above prior year.

Total Operations, Maintenance and Administration expenses were \$7.0 million for the month and \$37.6 million year-to-date, which is 8% under budget.

After debt service the total net revenue available for projects was \$23.3 million for December and \$129.7 million year-to-date. Our projected year-end senior lien debt service ratio is 2.15 which is above our budgeted ratio of 2.06.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley expanded on the following:

- Details on her meetings with Dale Allen with Florida Greenways & Trails Foundation and Samuel Johnson with Transportation Corridor Agencies.

F. REGULAR AGENDA ITEMS

1. VIRGIN TRAINS USA UPDATE

Michael Cegelis with Virgin Trains USA provided a status update on the West Palm Beach to Orlando project.

The Board Members asked questions which were answered by Mr. Cegelis.

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

2. CENTER FOR URBAN TRANSPORTATION RESEARCH (CUTR) STUDY, THE ECONOMIC IMPACT AND BENEFITS OF THE CFX FIVE-YEAR WORK PLAN

Sisinnio Concas Program Director with the University of South Florida Center for Urban Transportation Research explained the results of the Economic Impact and Benefits of the CFX Five-Year Work Plan to the region.

The Board Members asked questions which were answered by Mr. Concas.

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

3. LEGISLATIVE UPDATE

Michelle Maikisch Chief of Staff/Public Affairs Officer provided the Board with a legislative update.

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

4. FISCAL YEAR 2020 MID-YEAR BUDGET REVIEW/AMENDMENT

Michael Carlisle Director of Accounting and Finance provided a mid-year report on actual expenses, revenues and projects compared to their respective budgets and projections. He requested a budget adjustment to the Operations, Maintenance and Administration Budget for the transfer of the Poinciana Parkway.

A motion was made by Mr. Madara and seconded by Commissioner VanderLey for approval of the amended Operations, Maintenance and Administration Budget. The motion carried unanimously with eight (8) members present voting AYE by voice vote. One (1) member, Commissioner Parks was not present.

5. SR 528/SR 436 INTERCHANGE IMPROVEMENTS PROJECT

Will Hawthorne Director of Engineering requested approval of a contract award to SEMA Construction. Mr. Hawthorne provided details of the SR 528/SR 436 interchange improvements and SR 528 widening.

A motion was made by Mayor Dyer and seconded by Ms. Herr to approve the award of a contract to SEMA Construction for the SR 528 / SR 436 Interchange Improvements and SR 528 Widening in the amount of \$106,520,000.00. The motion carried unanimously with eight (8) members present voting AYE by voice vote. One (1) member, Commissioner Parks was not present.

G. BOARD MEMBER COMMENT

The following board members commented:

- Ms. Herr
- Chairman Carey

H. ADJOURNMENT

Chairman Carey adjourned the meeting at 9:59 a.m.

Brenda Carey
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2020.

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

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 ORLTower Road, Florida 32807	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY Orlando Orange	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 02/13/2020	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, Besty VanderLey, hereby disclose that on February 13, 20 20 :

(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:

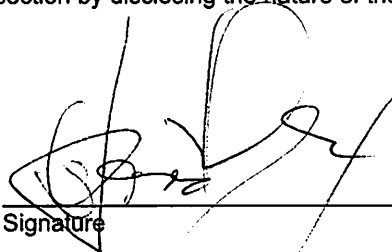
Item 9 on the Consent Agenda for the Central Florida Expressway Authority agenda for February 13, 2020 is for the Approval of Supplemental Agreement No. 4 for Post Design and Classen Graphics Infrastructure Development, LLC as a Subconsultant with DRMP, Inc., for the SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road, project 528-143, Contract No. 001314 (Agreement Value \$1,104,457.44).

Item 10 on the Consent Agenda for the Central Florida Expressway Authority agenda for February 13, 2020 is for the Approval of Contract Award to the Balmoral Group, LLC for Design Consultant Services for the SR 528 Widening from Narcoossee Road to SR 417, Project 528-160, Contract No. 001589 (Agreement Value: not-to-exceed \$1,290,000.00). DRMP, Inc. is listed as a subconsultant.

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, F.S., for both items.

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.

02/13/2020
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
March 12, 2020

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 528-749 Preferred Materials, Inc. \$ 6,623.58
 - b. Project 528-750 Preferred Materials, Inc. \$ 11,629.14
 - c. Project 253G SEMA Construction, Inc. \$ 91,279.02
2. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services SR 417 Widening from Narcoossee Road to SR 528, Project 417-150, Contract No. 001637

ENGINEERING

3. Approval of Second Contract Renewal with Pegasus Engineering, LLC, for Miscellaneous Design Consultant Services, Contract No. 001161 (Agreement Value: \$830,000.00)
4. Approval of Southeastern Archaeological Research, Inc. as Subconsultant on the Project Development & Environment Study of the SR 414 Expressway Extension Contract with Jacobs Engineering Group, Inc., Project 414-227, Contract No. 001590
5. Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for the Project Development & Environment Study of the Southport Connector Project, Project 599-233, Contract No. 001632
6. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for Poinciana Parkway Extension – Segments 1 & 2, Projects 538-234 & 538-235, Contract Nos. 001647 & 001648
7. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for CR 532 Widening from Old Lake Wilson Road to US 17/92, Project 538-235A, Contract No. 001649

MAINTENANCE

8. Approval of First Contract Renewal with G4S Secure Solutions (USA) Inc. for Security Guard Services, Contract No. 001319 (Agreement Value: \$225,000.00)
9. Approval of First Contract Renewal with KMG Fence, LLC for Fence Installations and Repairs, Contract No. 001326 (Agreement Value: \$50,000.00)

TECHNOLOGY/TOLL OPERATIONS

10. Approval of Purchase Order to Dasher Technologies for Additional Plaza Hardware for the Infinity Toll Collection System (Agreement Value: not-to-exceed \$450,000.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from February 4, 2020 through March 8, 2020:

1. Design Services for SR 516 Lake Orange Expressway - Segments 1 & 3
2. SR 408 Westbound Exit Ramp Improvements at Mills Avenue
3. SR 414 Milling and Resurfacing from Hawthorne Avenue to Keene Road
4. SR 414 Milling and Resurfacing from Keene Road to US 441
5. Hiwassee Mainline Photovoltaic Design/Build Services

- B. The following items are for information only and are subject to change:

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

1. Disclosure Counsel
2. Advocacy Service
3. Supplier Diversity Support Consultant
4. SR 408 I-4 to SR 417 Coatings Renewal (Construction)
5. SR 417 Berry Dease Pond Modifications (Construction)
6. SR 538 Poinciana Parkway Design Build (CEI)
7. SR 429 Pavement Repairs and Resurfacing (Construction)
8. 599-526C – Wrong Way Driving Deployment (Construction)
9. 599-545 – DMS Replacement Project (Construction)
10. ITS Maintenance Contract (OM&A Support Contract)
11. SR 516 (Lake-Orange Expressway) Cook Road to Lake-Orange County Line (Design)
12. SR 528 Widening from SR 47 to Innovation Way (Design)

**CONSENT AGENDA ITEM
#1**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

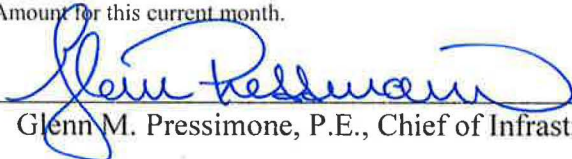
DATE: February 24, 2020

SUBJECT: Construction Contract Modifications

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

Project No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) March 2020	Total Amount (\$) to Date*	Time Increase or Decrease
528-749	Preferred Materials, Inc.	SR 528 Milling & Resurfacing, Innovation Way to Dallas Blvd.	\$ 7,826,000.00	\$ -	\$ 6,623.58	\$ 7,832,623.58	0
528-750	Preferred Materials, Inc.	SR 528 Milling & Resurfacing, Dallas Blvd. to SR 520	\$ 7,829,000.00	\$ 694,573.60	\$ 11,629.14	\$ 8,535,202.74	0
253G	SEMA Construction, Inc.	SR 408/SR 417 Improvements Phase II	\$ 63,700,000.00	\$ 4,370,210.31	\$ 91,279.02	\$ 68,161,489.33	0
TOTAL					\$	109,531.74	

* Includes Requested Amount for this current month.

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

Project 528-749: SR 528 Milling & Resurfacing, Innovation Way to Dallas Blvd.
Preferred Materials, Inc.
SA 528-749-0320-02

Video of Existing Storm Drainage Pipe Runs

This change adds video inspection and documentation of 2,186 linear feet of existing storm drainage pipe to the contract.

ADD THE FOLLOWING ITEM:

Video Existing Storm Drainage Pipes	\$	6,623.58
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<u>TOTAL AMOUNT FOR PROJECT 528-749</u>	\$	<u>6,623.58</u>
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**Project 528-750: SR 528 Milling & Resurfacing, Dallas Blvd. to SR 520
Preferred Materials, Inc.
SA 528-750-0320-03**

Video of Existing Storm Drainage Pipe Runs

This change adds video inspection and documentation of 3,838 linear feet of existing storm drainage pipe to the contract.

ADD THE FOLLOWING ITEM:

Video Existing Storm Drainage Pipes	\$	11,629.14
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<u>TOTAL AMOUNT FOR PROJECT 528-750</u>	\$	<u>11,629.14</u>
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Project 253G: SR 408/SR 417 Interchange Improvements Phase II
SEMA Construction, Inc.
SA 253G-0320-08

Barrier Wall Cap on Ramp E

The barrier wall cap at Ramp E was added to provide consistent aesthetics and eliminate the need for future mowing/maintenance of an isolated area of vegetation.

ADD THE FOLLOWING ITEM:

Ramp E Barrier Wall Cap	\$	8,314.32
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Ramp C Approach Tie-In

Additional grading of the ramp was required to match the roadway profile to the new bridge profile.

ADD THE FOLLOWING ITEMS:

Ramp C Approach Tie-Ins	\$	20,874.39
Superpave Asphaltic Concrete, Traffic D	\$	12,377.98
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$	<u>10,591.56</u>
	\$	43,843.93

Demolition of Existing Concrete

Excavation, demolition and backfill is necessary to provide for the construction of the new drainage system and pier protection barrier.

ADD THE FOLLOWING ITEM:

Demolition of Existing Concrete	\$	39,120.77
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TOTAL AMOUNT FOR PROJECT 253G


	\$	<u>91,279.02</u>
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**CONSENT AGENDA ITEM
#2**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 20, 2020

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection (CEI) Services SR 417 Widening from Narcoossee Road to SR 528
Project 417-150, Contract No. 001637

Letters of Interest for the referenced project was advertised on December 1, 2019. Responses were received from five (5) firms by the deadline. Those firms were: Adaptive Consulting Engineers, LLC, CONSOR Engineers, LLC, Eisman & Russo, Inc., Elipsis Engineering & Consulting, LLC and KCCS, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on January 7, 2020 and shortlisted Elipsis Engineering & Consulting, LLC, KCCS, Inc. and Eisman & Russo, Inc.

As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on February 4, 2020. 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	KCCS, Inc.
2	Elipsis Engineering & Consulting, LLC
3	Eisman & Russo, Inc.

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

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

Reviewed by: 
Ben Dreiling, PE
Director of Construction

LOI-001637 Technical Review Committee Meeting February 4, 2020 Minutes

Technical Review Committee for **Construction Engineering and Inspection (CEI) Consultant Services for SR 417 Widening from Narcoossee Road to SR 528; Contract No. 001637**, held a duly noticed meeting on Tuesday, February 4, 2020 at 9:00 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Ben Dreiling, Director of Construction
Jack Burch, Resident Engineer
Glenn Pressimone, Chief of Infrastructure
Will Hawthorne, Director of Engineering
Kim Murphy, Project Administrator

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Senior Procurement/QC Administrator

Presentations / Q and A:

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

Eisman & Russo, Inc.	9:00 – 9:35 a.m.
Elipsis Engineering & Consulting, LLC	9:45 – 10:20 a.m.
KCCS, Inc.	10:30 – 11:05 a.m.

Evaluation Portion:


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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Eisman & Russo, Inc.	14	3
Elipsis Engineering & Consulting, LLC	11	2
KCCS, Inc.	5	1

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

There being no other business to come before the Committee; the meeting was adjourned at 11:39 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Tuesday, February 4, 2020 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams

Approved by:


Ben Dreiling

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


TECHNICAL COMMITTEE MEMBERS FINAL SUMMARY RANKING

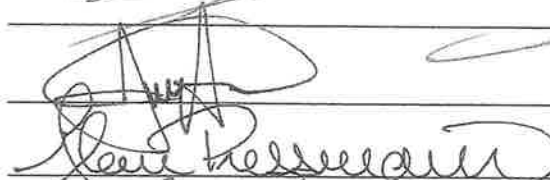
CONSULTANT SERVICES FOR SR 417 WIDENING FROM NARCOOSSEE ROAD TO SR 528


PROJECT 417-150, CONTRACT NO. 001637

CONSULTANT	Kim Murphy Score	Will Hawthorne Score	Jack Burch Score	Ben Dreiling Score	Glenn Pressimone Score	TOTAL SCORE	RANKING
EISMAN & RUSSO, INC.	2	3	3	3	3	14	3
ELIPSIS ENGINEERING & CONSULTING, LLC	3	2	2	2	2	11	2
KCCS, INC.	1	1	1	1	1	5	1

EVALUATION COMMITTEE MEMBERS:







Tuesday, February 4, 2020

Tuesday, February 4, 2020

Tuesday, February 4, 2020

Tuesday, February 4, 2020


Tuesday, February 4, 2020

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2020

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

Board approval is requested for the second renewal of the referenced contract with Pegasus Engineering, LLC in the amount of \$830,000.00 for a one year period beginning April 4, 2020 and ending April 3, 2021. The original contract was three years with two (2) one-year renewals.

The services to be provided under this renewal include miscellaneous design consultant services as requested by CFX.

Original Contract Amount	\$2,500,000.00
First Renewal	\$ 830,000.00
Second Renewal	<u>\$ 830,000.00</u>
Total	\$4,160,000.00

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

Reviewed by: 
Will Hawthorne, P.E.
Director of Engineering

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001161**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of March 2020, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Pegasus Engineering, LLC, herein after called the "Consultant."

WITNESSETH

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

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a second renewal of said Original Agreement beginning the 4th day of April 2020 and ending the 3rd day of April 2021 at the cost of \$830,000.00, 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.

PEGASUS ENGINEERING, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

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

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

WITNESSETH

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

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

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

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending April 3m 2019, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending April 3, 2019.

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

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

PEGASUS ENGINEERING, LLC

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Authorized Signature

BY: [Signature]
Director of Procurement

Title: MGRM

ATTEST: [Signature]
Secretary or Notary



'19 MAR 27 AM 10:31

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

[Signature]
General Counsel for CFX

AGREEMENT

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

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001161

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001161

JANUARY 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Andria Herr, Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

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

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

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

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

WITNESSETH:

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

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

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

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

Reference herein to Director shall mean the CFX Executive Director.

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

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

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

4.0 PROJECT SCHEDULE

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

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

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

In the event the scheduled completion date for an assigned project is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further

payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

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

Faller, Davis & Associates
Ardaman & Associates
SGM Engineering
STV

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

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without

the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

6.0 SERVICES TO BE PROVIDED

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

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

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

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

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

7.0 COMPENSATION

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

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

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

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

11.0 TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be

placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment. In the event that any such person against whom any such indictment is brought shall have such indictment dismissed or be found not guilty, such suspension on account thereof may be lifted by the CFX Project Manager.

12.0 ADJUSTMENTS

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX.

15.0 THIRD PARTY BENEFICIARY

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

16.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of logo of the CONSULTANT unless approved by the CFX Chief of Staff/Public Affairs Officer or her/his designee. If a copy of the CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall conform to the colors specified by CFX. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the CFX logo is of utmost importance to CFX. Any questions regarding the use of the CFX logo shall be directed to the Chief of Staff/Public Affairs Officer or her/his designee.

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and Sections 348, 753, and 104.31, as they relate to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 CONFLICT OF INTEREST

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

the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement, the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services


Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

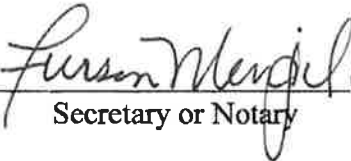
Exhibit "D", Project Organization Chart

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

PEGASUS ENGINEERING, LLC

BY: 
Authorized Signature

Title: MGRM

ATTEST:  (Seal)
Secretary or Notary

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement

Print Name: Lisa Hubbard

Approved as to form and execution, only.

General Counsel for CFX




Exhibit A

Scope of Services

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 001161 (SSBE)

IN ORANGE COUNTY, FLORIDA

MARCH, 2016

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

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

1.02 Description

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

1.03 Purpose

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

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

1.04 Organization

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

1.05 Term of Agreement for Miscellaneous Design Services

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

2.0 STANDARDS

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

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2010 edition, and updates, shall be used for this project.
2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.
3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.
4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2001 edition, shall be used for this project.
6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

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

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

3.02 Geometry

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

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

4.02 Governmental Agencies

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

4.03 Surveys and Mapping

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

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

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

B. Alignment

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

C. Reference Points

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

D. Bench Levels

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

E. Topography

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

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

4.04 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

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

4.05 Contamination Impact Analysis

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

4.06 Pavement Design

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

4.07 Governmental Agency and Public Meetings

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

4.08 Environmental Permits

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

4.09 Utilities

A. Location

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

B. Utility Coordination

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

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

4.10 Roadway Design

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

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

4.11 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges.
 2. Retaining walls
 3. Box Culverts
 4. Slope protection
 5. Approach slabs
 6. Details
 7. Summary quantity tables
 8. Special provisions and specifications
 9. Stage construction-sequencing details (if applicable).

10. Sign\Signal structures.
11. Sound walls.
12. The Consultant shall perform Load Rating Analysis per FDOT criteria for any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.12 Drainage Design

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

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

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 1. Connector pipes
 2. Drainage structure details

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

4.13 Roadway Lighting

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

4.14 Traffic Engineering

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

4.15 Signing Plans

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

4.16 Pavement Marking Plans

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

4.17 Right-of-Way Surveys

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

4.18 Cost Estimates

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

4.19 Special Provisions and Specifications

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

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
 - o. Controller cabinet, CCTV pole, and foundation details
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet.
 - q. Grounding
 - r. Table of quantities
 - s. Special notes
 - t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

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

B. Splice and Cable Routing Details

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

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

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

Quantities and General Notes

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

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

4.21 Toll Plazas

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

4.22 Post-Design Services (as necessary)

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

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

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

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

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

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

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

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

6.06 Environmental Permits

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

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan as necessary.
- B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

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

7.01 Central Florida Expressway Authority

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

7.02 CFX's Project Manager

CFX's Project Manager will:

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

- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

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

7.04 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.
2. Identify progress against schedule for each identified work item.
3. Forecast completion dates from current progress.
4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.

7.09 Consultant Personnel

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

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

- C. Three copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
1. Field survey notes and computations.
 2. Design criteria used for the project.
 3. Geometric design calculations for horizontal alignment.
 4. Vertical geometry calculations.
 5. Right-of-way calculations.
 6. Drainage computations.
 7. Structural design calculations.
 8. Geotechnical report.
 9. Hydraulics Report for each bridged stream crossing.
 10. Earthwork calculations not included in the quantity computation booklet.
 11. Calculations showing cost comparisons of various alternatives considered.
 12. Calculations of quantities.
 13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (8 sets required)
 2. 30% Roadway Plans (20 sets and 1 .PDF CD/DVD required)
 3. 30% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 4. 60% Roadway and specifications, Geotechnical Report (20, 20, and 8 sets and 1 .PDF CD/DVD required)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)
 7. 90% Roadway and specifications (20 and 20 sets and 1 .PDF CD/DVD required)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (20, 20, 20 and 8 sets and 1 .PDF CD/DVD required)
 9. Pre-Bid Plans (8 sets and 1 .PDF CD/DVD required) (1 set signed and sealed reports)
 10. Bid Set (1 set signed and sealed plans) (1 .PDF of all plans, CADD files of all plans)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

- D. Preparation and distribution of roadway and ROW plans to other than CFX will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.
 - 2. Drainage Map Prepared
 - a) Existing culvert sizes and elevations.

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

3. Typical Section Sheets

- a) Ramp typical sections developed.
- b) Pavement structure shown.
- c) Special details developed.
- d) General notes shown.

4. Plan and Profile Sheets

- a) Centerline plotted.
- b) Reference points and bench marks shown.
- c) Existing topography.
- d) Base line of surveys, curve data, bearings, etc. shown.
- e) Beginning and end stations (project and construction).
- f) Geometric dimensions.
- g) Proposed and existing limited access right-of-way lines.
- h) Existing ground line.
- i) Proposed profile grade.
- j) Type, size and horizontal location of existing utilities.

- k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
5. Cross Sections
- a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).
 - c) Existing utilities shown.
6. Interchange Layout and Ramp Profiles
- a) Geometric dimensions.
 - b) Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
- a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

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

1. Key Map
 - a) Project description and number shown.
 - b) Equations, exceptions and bridge stations shown.
 - c) North arrow and scale included.
 - d) Consultant and CFX sign-off included.
 - e) Contract set index complete.
 - f) Index of sheets updated.
2. Drainage Maps
 - a) Flood data shown.
 - b) Cross drains and storm sewer shown.
 - c) Bridges shown with beginning and ending stations.
 - d) Interchange supplemental sheets updated.
3. Typical Section Sheets
 - a) All required typical sections are included.
 - b) Limited access right-of-way lines are shown.
 - c) Design speed and traffic are shown.
 - d) Special details have been completed.
 - e) Station limits of each typical section are shown.
4. Plan and Profile Sheets
 - a) Match lines shown.
 - b) Limited access right-of-way lines shown.

- c) Stations and offset shown for all fence corners and angles.
 - d) All work shown should be within right-of-way or proposed easement.
 - e) Drainage structures and numbers are shown.
 - f) Drainage ponds shown.
 - g) Curve data and superelevation included.
 - h) Pavement edges, shoulders and dimensions shown.
 - i) Project and construction limits shown.
 - j) Bridges shown with beginning and ending stations.
 - k) General Notes.
5. Drainage Structures
- a) Drainage structures plotted and numbered.
 - b) Station location and offsets identified.
6. Cross Sections
- a) Templates are shown at all stations.
 - b) Limited access right-of-way lines are shown.
 - c) Cross section pattern sheet included.
 - d) Miscellaneous notes included.
 - e) Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
- a) Geometric data shown.
 - b) Profiles finalized.

- c) Coordinate data shown.
 - d) Limited access right-of-way lines shown.
 - e) Curve data shown.
 - f) Bearings and bridges shown.
 - g) Cross roads, frontage roads, and access roads shown.
 - h) Intersection details shown.
- 8. Traffic Control Plans
 - 9. Utility Adjustments
 - 10. Signing and Pavement Marking Plans
 - 11. Highway Lighting Plans
 - 12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a) Length of Project with exceptions shown.
 - b) Index of sheets updated.

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

d) Volumes computed and shown.

8. Utility Relocation Plans

a) Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

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

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

7.20 Schematic Toll Plaza Plans

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

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

7.21 60% Toll Plaza Plans

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

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

7.22 90% and 100% Toll plaza plans

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

7.23 Pre-Bid Plans

7.24 Bid Set

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 Contract 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, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

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 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 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 3.0087 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 for each approved Work Authorization. All non-local CONSULTANT travel must be pre-approved by CFX 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 CFX. Subconsultant fees, as authorized by CFX, 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 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 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 3.0087, a portion of Lump Sum 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.
- 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 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.
- 4.4 The basis for all CONSULTANT and Class I Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.4.

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
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 24, 2020

SUBJECT: Approval of Southeastern Archaeological Research, Inc. as Subconsultant on the Project Development & Environment (PD&E) Study of the SR 414 Expressway Extension Contract with Jacobs Engineering Group, Inc.
Project 414-227, Contract No. 001590

Jacobs Engineering Group, Inc., CFX's Project Development & Environment (PD&E) Study of the SR 414 Expressway Extension Consultant has requested approval to use Southeastern Archaeological Research, Inc. to perform archaeological site surveys. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Jacobs Engineering Group, Inc. when its contract with CFX was originally awarded.

Board approval of Southeastern Archaeological Research, Inc. as a subconsultant to Jacobs Engineering Group, Inc. is requested.

Reviewed by: 
Will Hawthorne, PE
Director of Engineering

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Jacobs Engineering Group, Inc. Date: 2/24/2020

CFX Contract Name: Project Development and Environmental (PD&E) Study of the SR 414 Expressway Extension, Project 414-227

CFX Contract No.: 001590

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: Southeastern Archaeological Research, Inc. (SEARCH)

Address: 3117 Edgewater Drive, Orlando, FL 32804

Phone No.: (407) 236-7711

Federal Employee ID No.: 59-3215370

Description of Services to Be Sublet: Archaeological and Historical Resources per Scope of Services

Estimated Beginning Date of Sublet Services: 04/01/2020

Estimated Completion Date of Sublet Services: 06/2021

Estimated Value of Sublet Services*: \$ Greater than \$25,000.00

*(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)

Project Manager
Title

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

Date: 2/25/2020

Approved by: 
(Signature of Appropriate Chief)


Date: 3/3/2020

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 20, 2020

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for the Project Development and Environment (PD&E) Study of the Southport Connector Project
Project 599-233, Contract No. 001632

Letters of Interest for the referenced project was advertised on December 1, 2019. Responses were received from three (3) firms by the deadline. Those firms were: Metric Engineering, Inc., Stantec Consulting Services, Inc. and Volkert, Inc.


The Evaluation Committee unanimously agreed to shortlist all the firms.

As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on February 20, 2020. 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	Volkert, Inc.
2	Metric Engineering, Inc.
3	Stantec Consulting Services, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Volkert, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of contract will be requested. If negotiations with Volkert, 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



LOI-001632 Technical Review Committee Meeting February 20, 2020 Minutes

Technical Review Committee for Professional Engineering Consultant Services for the Project Development and Environment (PD&E) Study of the Southport Connector Project; Contract No. 001632, held a duly noticed meeting on Thursday, February 20, 2020, 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
Jamison Edwards, Engineering Project Manager
Tawny Olore, Osceola County

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Senior Procurement/QC Administrator

Presentations / Q and A:

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

Metric Engineering, Inc.	9:00 – 9:35 a.m.
Stantec Consulting Services, Inc.	9:45 – 10:20 a.m.
Volkert, Inc.	10:30 – 11:05 a.m.

Evaluation Portion:

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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Metric Engineering, Inc.	08	2
Stantec Consulting Services, Inc.	15	3
Volkert, Inc	07	1

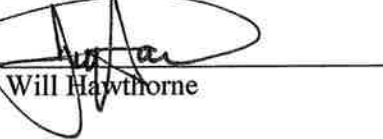
The Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Will Hawthorne reviewed and approved the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 11:22 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, February 20, 2020, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:


Aneth Williams

Approved by:


Will Hawthorne

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

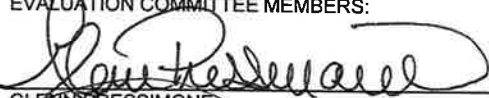
TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR THE PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDY OF THE SOUTHPORT CONNECTOR PROJECT

PROJECT 599-233, CONTRACT NO. 001632


CONSULTANT	GLENN PRESSIMONE SCORE	WILL HAWTHORNE SCORE	DANA CHESTER SCORE	JAMISON EDWARDS SCORE	TAWNY OLORE SCORE	TOTAL SCORE	RANKING
METRIC ENGINEERING, INC.	2	2	1	1	2	8	2
STANTEC CONSULTING SERVICES, INC.	3	3	3	3	3	15	3
VOKERT, INC.	1	1	2	2	1	7	1

EVALUATION COMMITTEE MEMBERS:



 GLENN PRESSIMONE

Thursday, February 20, 2020



 WILL HAWTHORNE

Thursday, February 20, 2020



 DANA CHESTER

Thursday, February 20, 2020



 JAMISON EDWARDS

Thursday, February 20, 2020



 TAWNY OLORE


Thursday, February 20, 2020

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement 

DATE: February 24, 2020

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for Poinciana Parkway Extension – Segments 1 & 2 Projects 538-234 & 538-235, Contract Nos. 001647 & 001648

Letters of Interest for the referenced projects was advertised on January 5, 2020. Responses were received from six (6) firms by the deadline. Those firms were: AECOM Technical Services, Inc., CONSOR Engineers, LLC, GAI Consultants, Inc., Kimley Horn & Associates, Inc., RS&H, Inc. and Wantman Group, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on January 29, 2020 and shortlisted AECOM Technical Services, GAI Consultants, Inc. RS&H, Inc. and Wantman Group, Inc.

As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on February 24, 2020. 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	GAI Consultants, Inc.
2	Wantman Group, Inc.
3	RS&H, Inc.
4	AECOM Technical Services

Board approval of the final two top ranking firms and authorization to enter into fee negotiations with GAI Consultants, Inc. and Wantman Group, Inc. is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of the contracts will be requested. Once fee negotiations are completed, Board approval of the fee amount and award of the contracts will be requested.

These projects are included in the Five-Year Work Plan.

Reviewed by: 
Will Hawthorne, PE
Director of Engineering

LOI-001647 & 001648 Technical Review Committee Meeting February 24, 2020 Minutes

Technical Review Committee for **Design Consultant Services for Poinciana Parkway Extension – Segments 1 & 2. Projects 538-234 & 538-235, Contract Nos. 001647 & 001648**, held a duly noticed meeting on Monday, February 24, 2020 at 1:00 p.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
Jamison Edwards, Engineering Project Manager
Tawny Olore, Osceola County

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.

AECOM Technical Services, Inc.	1:00 - 1:40 p.m.
GAI Consultants, Inc.	1:50 - 2:30 p.m.
RS&H, Inc.	2:40 - 3:20 p.m.
Wantman Group, Inc.	3:30 - 4:10 p.m.

Evaluation Portion:

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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
AECOM Technical Services, Inc.	17	4
GAI Consultants, Inc.	6	1
RS&H, Inc.	14	3
Wantman Group, Inc.	13	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. The Committee recommends Segment 1 be assigned to Wantman Group, Inc. and Segment 2 be assigned to GAI.

There being no other business to come before the Committee; the meeting was adjourned at 4:37 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, February 24, 2020 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 MEMBERS FINAL SUMMARY RANKING

**DESIGN CONSULTANT SERVICES FOR POINCIANA PARKWAY EXTENSION SEGMENTS 1 & 2
PROJECT NO. 538-234 (SEGMENT 1) & 538-235 (SEGMENT 2)
CONTRACT NOS. 001647 & 001648**

CONSULTANT	Glenn Pressimone (Score)	Will Hawthorne (Score)	Dana Chester (Score)	Jamison Edwards (Score)	Tawny Olore (Score)	TOTAL SCORE	RANKING
AECOM Technical Services, Inc.	2	4	4	3	4	17	4
GAI Consultants, Inc.	1	2	1	1	1	6	1
RS&H, Inc.	4	3	2	2	3	14	3
Wantman Group, Inc.	3	1	3	4	2	13	2

EVALUATION COMMITTEE MEMBERS:




Glenn Pressimone

Monday, February 24, 2020




Will Hawthorne

Monday, February 24, 2020



Dana Chester

Monday, February 24, 2020



Jamison Edwards

Monday, February 24, 2020



Tawny Olore


Monday, February 24, 2020

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 26, 2020

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations
for Design Consultant Services for CR 532 Widening from Old Lake Wilson
Road to US 17/92
Project 538-235A, Contract No. 001649

Letters of Interest for the referenced project was advertised on January 5, 2020. Responses were received from six (6) firms by the deadline. Those firms were: CONSOR Engineers, LLC, Kimley Horn & Associates, Inc., Patel, Greene & Associates, LLC, RS&H, Inc., Volkert, Inc. and Wantman Group, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on January 29, 2020 and shortlisted Kimley Horn & Associates, Inc., RS&H, Inc., Volkert, Inc. and Wantman Group, Inc.

As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on February 26, 2020. 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.
3	RS&H, Inc.
4	Wantman Group, Inc.

Board approval of the final ranking firms 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 the 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

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

LOI-001649 Technical Review Committee Meeting February 26, 2020 Minutes

Technical Review Committee for **Design Consultant Services for CR 532 Widening from Old Lake Wilson Road to US 17/92, Project 538-235A, Contract No. 001649**, held a duly noticed meeting on Wednesday, February 26, 2020 at 9:00 a.m. in the Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Will Hawthorne, Director of Engineering
Jamison Edwards, Engineering Project Manager
Todd Hudson, Osceola County
Tawny Olore, Osceola County

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.

Kimley-Horn & Associates, Inc.	09:00 – 09:40 a.m.
RS&H, Inc.	09:50 – 10:30 a.m.
Volkert, Inc.	10:40 – 11:20 a.m.
Wantman Group, Inc.	11:30 – 12:10 p.m.

Evaluation Portion:


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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Kimley-Horn & Associates, Inc.	04	1
RS&H, Inc.	12	3
Volkert, Inc.	10	2
Wantman Group, Inc.	14	4

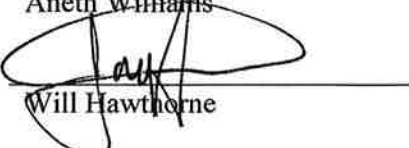
Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Will Hawthorne reviewed and approved the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 12:11:00 a.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Wednesday, February 26, 2020 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 MEMBERS FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92

PROJECT NO. 538-235A

CONTRACT NO. 001649

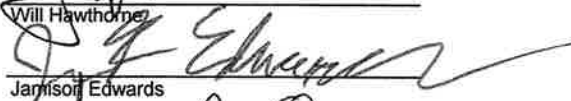
CONSULTANT	Will Hawthorne (Score)	Jamison Edwards (Score)	Tawny Olore (Score)	Todd Hudson (Score)	TOTAL SCORE	RANKING
Kimely Horn & Assoc., Inc.	1	1	1	1	4	1
RS&H, Inc.	2	2	4	4	12	3
Volkert, Inc.	3	3	2	2	10	2
Wantman Group, Inc.	4	4	3	3	14	4

EVALUATION COMMITTEE MEMBERS:



Will Hawthorne

Wednesday, February 26, 2020



Jamison Edwards

Wednesday, February 26, 2020



Tawny Olore

Wednesday, February 26, 2020



Todd Hudson

Wednesday, February 26, 2020

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 21, 2020

SUBJECT: Approval of First Contract Renewal with G4S Secure Solutions (USA) Inc.
for Security Guard Services
Contract No. 001319

Board approval is requested for the first renewal of the referenced contract with G4S Secure Solutions USA, Inc. in the amount of \$225,000.00 for a one year period beginning August 1, 2020 and ending July 31, 2021. The original contract was three years with two (2) one-year renewals.

The services to be provided under this renewal include security guard services for CFX's Headquarters Building.

Original Contract Amount	\$ 227,052.00
Supplemental Agreement No. 1	\$ 277,000.00
First Renewal	<u>\$ 225,000.00</u>
Total Revised Contract Amount	\$ 729,052.00

This contract is budgeted in the OM&A Budget.

Reviewed by: 
Donald Budnovich, P.E.
Director of Maintenance

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001319**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of March 2020, by and between Central Florida Expressway Authority, hereinafter called "CFX" and G4S Secure Solutions (USA) Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 13, 2017, whereby CFX retained the Contractor to provide security guard services and

WHEREAS, pursuant to Article 2 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 the first renewal of said Original Agreement beginning the 1st day of August 2020 and ending the 31st day of July 2021 at the cost of \$225,000.00, which increases the total amount of the Original Agreement.

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

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

G4S SECURE SOLUTIONS (USA) 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
COOPERATIVE PURCHASE AGREEMENT
SECURITY GUARD SERVICES**

AMENDMENT NO. 1 TO CONTRACT NO. 001319

THIS AMENDMENT NO. 1 to Contract No. 001319 is made and entered this 17th day of September 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX," and G4S SECURE SOLUTIONS (USA) INC., whose address is 3452 Lake Lynda Drive, Suite 250, Orlando, Florida 32817, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS; CFX and CONTRACTOR entered into a contract in July 2017, referred to as Contract No. 001319, as supplemented by Supplemental Agreement No. 1, which was entered on or about June 28, 2018;

WHEREAS, Contract No. 001319 was procured as a cooperative purchase agreement based upon the terms and conditions of the State Term Contract No. 92121500-14-01, and CONTRACTOR agreed to provide the services under substantially the same terms and conditions as those in the State Term Contract;

WHEREAS, even though the terms and conditions of the State Term Contract were utilized as the basis of Contract No. 001319, Contract No. 001319 is a contract between CFX and CONTRACTOR, and not the Department;

WHEREAS, the parties wish to clarify the terms of Contract No. 001319, as supplemented, to remove terms and requirements that are inapplicable to CFX, including the section requiring the payment of a transaction fee to the Department and the section addressing reporting requirements to the Department;

WHEREAS, the removal of inapplicable terms and requirements will have no impact on Contract No. 001319 and CONTRACTOR agrees to continue to perform all its obligations under the Contract No. 001319;

WHEREAS, the parties also agree that CONTRACTOR's rates should be increased as shown on **Exhibit 1A**; and

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to amend this Contract, as supplemented.

NOW, THEREFORE, the parties agree as follows:

1. The following provisions in the State Term Contract, which was incorporated by reference in Contract No. 001319, shall be modified as follows:

1.1 Paragraph 28 on page 15, entitled "Department Reports," shall be deleted in its entirety and replaced with the following: "CONTRACTOR shall provide CFX with daily activity reports, weekly reports, incident reports, and any other requested reports."

1.2 In Attachment 8, entitled Special Contract Conditions Requires for Proposals No. 05-92121500-J Security Officer Services, Armed and Unarmed, paragraph 20 on page 14, entitled "Department Reports" shall be deleted.

2. The rates set forth in Composite Exhibit 1 shall be increased as shown in Exhibit 1A.

3. Except as expressly amended hereby, all the remaining provisions of the Contract No. 001319, as supplemented, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatures.

G4S SECURE SOLUTIONS (USA) INC.:

By: [Signature]

Print Name: John S. D'Alto

Title: Senior Vice President Florida

Date: October 1, 2018

ATTEST:



[Signature] (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]

Director of Procurement

Print Name: Amyth Williams

Date: 10/3/18

Approved as to form and execution, only.

[Signature]
General Counsel for the CFX

[Signature]

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

Contract Name: Security Guard Services
Contract No. 001319
Supplemental Agreement No. 1

2018 JUL 3 AM 9:34

This Supplemental Agreement entered into this 29th day of June 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as "CFX", and G4S Secure Solutions, USA, Inc., herein referred to as the "Contractor", the same being supplementary to the Contract by and between the aforesaid, dated July 13, 2017, for the cost of providing security guard services at its Headquarters Building.

1. CFX has determined it necessary to increase the number of full time security guards located at CFX's Headquarters Building with an increase in the Contract amount of \$277,000.00 based on the current contract hourly billing rate. This Supplemental Agreement is for the anticipated need of four (4) full-time security guards; One (1) security guard to cover the extended hours for the 2nd Floor – 6:00 p.m. to 2:00 a.m., and three (3) full-time security guards to implement the Headquarters building security station from 7:00 a.m. to 5:00 p.m. All staff additions included in this Supplemental Agreement No. 1 shall require the written authorization and notice to proceed from the CFX Director of Maintenance or his designee, and
2. The Contractor hereby agrees to the additional security guards and Contract amount, and
3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to increase the compensation and number of security guards at CFX's Headquarters Building.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Security Guard Services

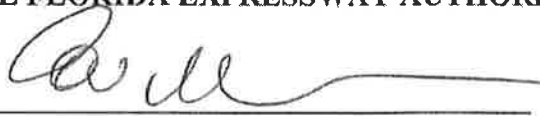
Contract No.: 001319

Amount of Changes to this document: \$277,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

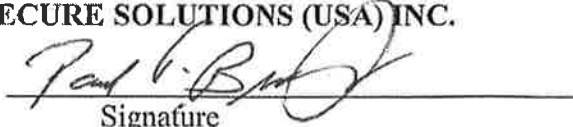


Director of Procurement

2018 JUL 3 AM 9:34

G4S SECURE SOLUTIONS (USA) INC.

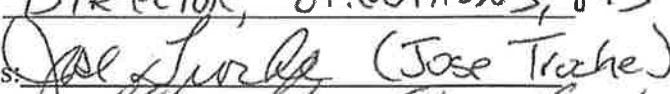
By:

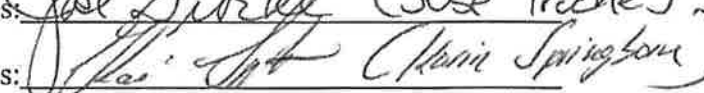


Signature

Print Name: PAUL BURBRIDGE

Title: DIRECTOR, OPERATIONS, G4S

Witness:  (Jose Trache)

Witness:  (Kevin Springborn)

Approved as to form and execution, only



General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SECURITY GUARD SERVICES
CONTRACT NO. 001319**

This Agreement is made this 13th day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and G4S SECURE SOLUTIONS (USA) INC., whose address is 3452 Lake Lynda Drive, Suite 250, Orlando, Florida 32817, 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 security guard services at its Headquarters Building; and

WHEREAS, on or about December 15, 2014, the CONTRACTOR entered into an agreement with the State of Florida, Department of Managements Services, Division of State Purchasing, hereinafter "State," to provide the same services as required by CFX; 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, State Term Contract No. 92121500-14-01, 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 CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in its contract with the State, 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. RECITALS

The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE STATE TERM CONTRACT

The parties adopt the terms and conditions in the Contract with the State (“the State Term Contract”) attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The term “Department” in the State Term Contract shall be replaced with the “Central Florida Expressway Authority.”

2.2 Paragraph 2 on page 1 entitled “Initial Contract Term” shall be replaced with the following: “This Agreement shall be effective for an initial term of three (3) years from the date of the Notice to Proceed, and shall continue, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of CFX. 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 Contract Term.”

2.3 Paragraph 4 on page 2 entitled “Statement of Work” shall be supplemented with the following: “CONTRACTOR agrees to provide the services set forth in the Memorandum from CONTRACTOR and Armed Security Scope of Services for the Price set forth in the Price Proposal, collectively marked as **CFX Composite Exhibit 1**.”

2.4 Paragraph 11 on page 6 entitled “Electronic Invoice” shall be deleted.

2.5 In Paragraph 13 on page 8 entitled, “Insurance Requirements”, the Central Florida Expressway Authority shall be an Additional Insured for the entire length of the Agreement.

2.6 In paragraph 13.5 on page 9 entitled “Certificates of Insurance,” the certificate holder’s name upon the certificates shall be the Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

2.7 In paragraph 15 on page 10 entitled “Intellectual Property,” the “State of Florida” shall be replaced with “CFX.”

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

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the Price Proposal attached to this Agreement.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated in the CONTRACTOR's State Term Contract.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

6. 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.

7. PERSONAL SERVICE CONTRACT.

This Agreement is not assignable by the CONTRACTOR without the expressed written consent of CFX.

8. 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.

9. PUBLIC RECORDS

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

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

10. 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.

11. 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.

12. 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).

13. 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."

14. 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.

15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with 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.

16. NONDISCRIMINATION

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

17. 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.

18. 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.

19. 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.

[SIGNATURES TO FOLLOW]

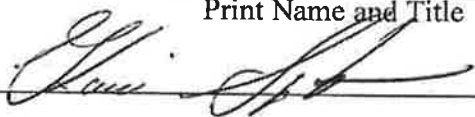
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board at its meeting on July 13, 2017.

APPROVED BY:

G4S SECURE SOLUTIONS (USA) INC.

By: 


Steven A. Billips, General Manager
Print Name and Title

Attest: 

Date: 19 July 2017



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Approved as to form and execution, only.


General Counsel for CFX



Composite Exhibit 1

G4S Secure Solutions (USA) Inc.
3452 Lake Lynda Drive, Suite 250
Orlando, FL 32817
Telephone: 904.398.1640
Fax: 904.396.6716
www.g4s.com/us

MEMORANDUM

Claude Miller
Director of Maintenance
Central Florida Expressway Authority
4974 ORL Tower Rd
Orlando, FL 32807

On behalf of our dedicated staff in the G4S Orlando office, we appreciate the opportunity to partner with CFX. We look forward to discussing the next steps of the process and assist your management team with the development of a specialized site security plan.

The following highlights of our meeting are provided below:

- G4S recommends assigning armed Officers from our elite Custom Protection Officer® (CPO) division to the CFX headquarters facility.
- All security guards are former military or law enforcement, with extensive background checks and training
- G4S security guards will collaborate with existing CFX security staff
- Secure Trax software will be available to CFX management to monitor and track incidents, notify and report incidents and GPS location of guards
- Proposed coverage from 6 am to 6 pm (12 hours a day), Monday through Friday (5 days), 60 hours total. Please refer to the revised cost analysis submitted.
- No lapse in coverage throughout the shift. Security Officer will be available to respond to any emergencies during the Officer's thirty (30) minute working lunch breaks.
- Once contract is signed and Purchase Order has been provided, G4S will initiate the 30-day transition plan

In addition to the Scope of Work (SOW) submitted, the SOW has been revised to include the following additional added value services:

- Conduct training for active shooter situation, hostage situation, building security protocol
- Escort terminated employees from the building, confront belligerent or disorderly persons and remove from premises
- Review Evacuation Plans, Fire Drills
- Attend Safety meetings – discuss current security issues and develop action plans, e.g. leaving doors propped open, all vendors verifying identity
- Monitor future building security cameras (Anticipated Fall 2017)
- Officers will be First Aid, CPR and AED Certified



Composite Exhibit 1

Our goal is to develop a strong client partnership with CFX with an equal commitment to the success of the safety and security program. Our team of professionals will adopt your culture, values and protocols in order to provide a solution that is transparent and that allows for an environment that is free from worries around safety and risk. We will create open communication channels so that we may design and implement a customized solution focused on reducing risk and the continuous enhancement of the security program.

G4S' unique approach to security: In addition to our extensive experience, we are recommending our armed Custom Protection Officer® program for CFX which combines previous experience and advanced qualifications with expert training to ensure satisfaction and drive performance.

Accountability and Compliance – G4S has a proven track record of achieving contract requirements. G4S is accountable and transparent to our customers via KPIs and our G4S Insight customer web portal. Our armed security professionals perform on the front lines and the results are delivered to you in real time via our award winning Secure Trax® smart phone technology. Our local and regional management team is available 24/7 and the tenure of our management is unparalleled in our industry throughout the United States.

The G4S Orlando office is committed to providing the support services necessary to assure the officers perform at their highest level by providing:

- A **dedicated management team** and office to respond 24-hours-a-day, 7-days-a-week
- Full line **supervision 24-hours-a-day for emergency response**, unannounced post checks and assistance as required
- **24-hour dispatch** center to answer all calls and provide instant communication through our cellular radio network to road supervisors, site supervisors and local management
- Proven **Emergency Response** capabilities and resources of personnel, communication and equipment

We look forward to closely collaborating with CFX to develop an efficient security strategy that adds value and is in alignment with your short and long term objectives. If you have any questions or need any further information, please do not hesitate to contact me.

We look forward to serving CFX and to earning your support and business. If you have any questions or need any additional information, please contact me directly at (904) 398-1640 ext. 23.

Sincerely,

Erick Lallemand Sr.

Erick Lallemand Sr.
Manager Business Development
G4S Secure Solutions (USA) Inc.

Central Florida Expressway Authority
ARMED SECURITY SERVICES
Scope of Services
Rev: 6/16/2017

1. Purpose

This statement of work (SOW) is for armed security services to provide access control security services for the Central Florida Expressway Authority (CFX).

2. Assumptions

- Assumes 36 month duration from task work order execution.
- Assignments to be directed by the CFX Director of Maintenance (or assigned delegate) up to the funding limits estimated in this task work order.

3. Location of Work

G4S will provide armed security services at the Central Florida Expressway Authority Headquarters, located at 4974 Ori Tower Road, Orlando, Florida 32807.

4. Contractor Responsibilities:

4.1 Contractor will perform the following tasks:

- Provide armed Security Services at the times and location specified in this SOW.
- Provide Post Orders to CFX and the Security Officer(s) assigned at the CFX headquarters within thirty (30) days of issuance of this SOW and Purchase Order.
- Provide identified CFX employees with access to G4S Insight as requested.
- Maintain a dress code policy for Officers in accordance with Section 493.6305, Florida Statutes.
- Ensure the same Officer is regularly assigned to the CFX headquarters facility.
- In the event there is a scheduled absence, notify CFX at least 24 hours in advance of change in Officer.
- If there is an emergency and an Officer change has to be made, notify CFX as soon as possible.

4.2 Develop guidelines for the Security Officers:

- Prohibit the use of personal phone or electronic devices by Officers during the assignment, except lunch or emergency situations.
- Work overtime, as requested and authorized by CFX, when an individual's hours per week exceed forty (40) hours.
- Provide other security work as directed by CFX to include first aid, fire drills, active shooter drills and other emergencies that may arise.

4.3 Schedule and facilitate a monthly conference call:

- Provide report regarding Officer performance, G4S SecureTrax usage and Insight updates, Officer changes, identify any trainees, certification updates, and address any CFX concerns and comments.
- Satisfactorily perform assigned duties outlined in this SOW and Post Orders
- Administration and maintenance of all Officers payroll records, payroll processing, remittance of payroll and payroll taxes, including the provision of payroll time sheets and checks is the responsibility of the Contractor.

5. Deliverables:

Contractor will complete the following deliverables in the time and manner specified:

- Each Security Officer will arrive on time at their designated CFX location; in uniform, armed, and prepared with communication equipment (SecureTrax cell phone).
- Each Security Officer will be required to have a separate CFX identification badge maintained on their person while on duty.
- Have professional interaction with staff, employees and visitors.
- Supervise and escort visitors, outside vendors, and employees, as requested by CFX management.
- Report security incidents in SecureTrax within two (2) hours of incident.

In addition to the deliverables listed, additional services were discussed:

- Conduct training for active shooter situation, hostage situation, building security protocol
- Escort terminated employees from the building, confront belligerent or disorderly persons and remove from premises
- Review Evacuation Plans, Fire Drills
- Attend Safety meetings – discuss current issues and develop action plans, e.g.; leaving doors propped open, all vendors verifying identity
- Monitor future building security cameras (Anticipated Fall 2017)
- First Aid, CPR and AED Certified required for all Officers assigned to CFX

Project Management, QC and Administrative Services will be provided by Mr. Claude Miller, Director of Maintenance for CFX.


Invoices will submitted not more than once a month in a format acceptable to CFX.

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 20, 2020

SUBJECT: Approval of First Contract Renewal with KMG Fence, LLC
for Fence Installations and Repairs
Contract No. 001326

Board approval is requested for the first renewal of the referenced contract with KMG Fence, LLC, in the amount of \$50,000.00 for one year beginning July 13, 2020 and ending July 12, 2021. The original contract was three years with two (2) one-year renewals.

The services to be performed under this renewal are fence installations and repairs at various locations throughout the system.

Original Contract Amount	\$150,000.00
First Renewal	\$ 50,000.00
Total	\$200,000.00

This contract is budgeted in the OM&A budget.

Reviewed by: 
Donald Budnovich, P.E.
Director of Maintenance



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001326

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of March 2020, by and between Central Florida Expressway Authority, hereinafter called "CFX" and KMG Fence, LLC, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 13, 2017, whereby CFX retained the Contractor to provide fence installation and repair services; 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 13th day of July 2020 and ending the 12th day of July 2021 at the cost of \$50,000.00, 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.

KMG FENCE, LLC

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
COOPERATIVE PURCHASE AGREEMENT
FENCE INSTALLATION AND REPAIR
CONTRACT NO. 001326**

This Contract is made this 13th day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and KMG FENCE, LLC, whose address is 2320 Clark Street, Unit A4, Apopka, FL 32703, 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 fence installation and repair services; and

WHEREAS, on or about September 28, 2015, the CONTRACTOR entered into an agreement with City of Orlando to provide the same services as required by CFX; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with City of Orlando 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 City of Orlando; and

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with City of Orlando, 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:

20 JUL '17 AM 10:45

1. RECITALS

The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE CONTRACT WITH CITY OF ORLANDO

The parties adopt the terms and conditions in the Contract with City of Orlando (“City of Orlando Contract”) attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The terms, “City of Orlando” “City’s Facilities Management Representative”, and “Manager, Procurement Division” in the City of Orlando Contract shall be replaced with the “Central Florida Expressway Authority,” “CFX.”

2.2 The first paragraph of Article 22 of the Special Terms and Conditions entitled, “Term of the Contract,” in the City of Orlando Contract shall be replaced with the following: “This Agreement shall be effective for an initial term of three (3) years from the date of the Agreement, and shall continue, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of CFX. 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 Contract Term.” The remaining paragraphs in Article 3 of the Term of Contract remain unchanged, but for the substitutions set forth above.

2.3 In Article 39 of the Standard Terms and Conditions entitled, “Insurance”, the certificate holder shall be the Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

3. SERVICES TO BE PROVIDED. The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX.

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR’s contract with City of Orlando. For ease of reference, the rates are reiterated on the Price Sheet attached hereto.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR’s Contract with City of Orlando.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR’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 CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

6. PUBLIC RECORDS

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

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

7. PRESS RELEASES

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

8. 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.

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. NONDISCRIMINATION

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

11. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

11.1 CONTRACTOR may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

11.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

- (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and

obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

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

12. RELATIONSHIPS

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

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

13. 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:

13.1 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

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

13.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

13.4 Obligations upon expiration or termination of the Contract, as set forth in Section 14; and

13.5 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.

14. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

15. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

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

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 July 13, 2017.

APPROVED BY:

KMG FENCE, LLC

By: _____

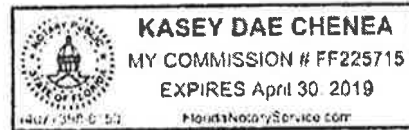
KAREN M. GRIMSLEY, MANAGER
Print Name and Title

Attest: _____ (Seal)

Date: _____

Kasey Dae Chenea (Seal)

7/17/17



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

[Signature]
Director of Procurement

Approved as to form and execution, only.

[Signature]
General Counsel for CFX

BIDDER'S CERTIFICATION FORM:

I have carefully examined the Invitation for Bids, Instructions to bidders, General, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Kmg fence, LLC
NAME OF BUSINESS

State of Florida
County of Orange

BY: [Signature]
SIGNATURE

Sworn to (or affirmed) and subscribed before me
this day of August, 2015, by
Karen M. Grimsley

KAREM M. GRIMSLEY Manager
NAME & TITLE, TYPED OR PRINTED

Kasey Dae Chenea
Signature of Notary

1031 Crown Park Cir
MAILING ADDRESS

Notary Public, State of Florida

Winter Garden, FL 34787
CITY, STATE, ZIP CODE

Personally Known
-OR-
Produced Identification _____

707 654-7600
TELEPHONE NUMBER

Type: _____

707 654-4700
FAX NUMBER

Company Tax ID # 13-4226271
(The City only requires Company Tax ID numbers. The City is not requesting individual social security numbers.)

kmg@kmgfence.com
E-MAIL ADDRESS



CONTRACT AND ACCEPTANCE FORM FOR SOLICITATION NO. IFB15-0216:

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE [Handwritten Signature] State of Florida
County of Orange

NAME & TITLE, TYPED OR PRINTED KAREN M. GRIMSLEY, MANAGER Sworn to (or affirmed) and subscribed before me this August day of 2015, by Karen M. Grimsley

NAME OF BUSINESS KMB Fence, LLC Signature of Notary Nancy Dae Chenea

MAILING ADDRESS 1031 Crown Park Cir. Notary Public, State of Florida

CITY, STATE, ZIP CODE Winter Garden, FL 34787 (Personally Known) (circle if applicable) **KASEY DAE CHENEA**
MY COMMISSION # FF225715
EXPIRES April 30 2019

PHONE: (407) 654-7600 Produced Identification [Notary Seal]

FAX: (407) 654-4700 Type of Identification: _____

E-MAIL: kmg@kmbfence.com

FOR USE BY THE CITY OF ORLANDO ONLY

This contract is awarded to the party listed above as a: Primary Supplier: Secondary Supplier: _____

This contract is for: All Item Numbers: or Item Numbers: _____

INITIAL CONTRACT TERM: 9-28-2015 to 9-27-2016

ACCEPTANCE:

CITY OF ORLANDO, FLORIDA
By: [Handwritten Signature]
Chief Procurement Officer

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

[Handwritten Signature]
Assistant City Attorney
ORLANDO, FLORIDA

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: September 28, 2015

Date: September 23, 2015

BIDDER'S QUESTIONNAIRE:

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. **COMPANY NAME:** KMG Fence, LLC
Address of Principal Place of Business: 1031 Crown Park Cir
City/State/Zip: Winter Garden, FL 34787
Phone: 407-654-7600 **Fax:** 407-654-4700
Name of primary Contact: Karen M. Grimsley **Email:** kmg@kmgfence.com

2. **TYPE OF ORGANIZATION:**

Sole Proprietorship Partnership Corporation (LLC) Non-Profit
 Joint Venture Other: _____

State of Formation: FL **Federal ID #** 13-422627 **BUNS #** unknown
 (The City only requires a Federal Tax ID Number, not a Social Security number.)

3. **EMERGENCY CONTACT PERSON:** Joseph Grimsley
Phone: 407-654-7600 **Fax:** 407-654-4700 **Cell:** 321-624-8237

4. **INSURANCE COMPANY NAME:** Auto Owners, Borchard Insurance
Agent Contact: Mark Pichowski **Phone:** 727-373-2710

5. **EXPERIENCE:**

A. **Years in business:** 13
 B. **Years in business under this name:** 13
 C. **Years performing this type of work:** 24

6. **SUBCONTRACTORS - for informational purposes only:** If bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:			
Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified?
<u>N/A</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. LOCAL SERVICE FACILITY, IF APPLICABLE:

A. Name of local service center: N/A

B. Address of local service center: _____

C. County local service center is located in: _____

D. Contact: _____ Telephone number: _____

8. RECYCLED CONTENT:

A. Percentage of recycled material contained in the product: 70%

B. Is your product packaged/shipped in material containing recycled content? Yes No

C. Is your product recyclable after it has reached its intended end use? Yes No

9. REFERENCES:

Bidder shall submit as a part of their Bid submittal, a minimum of three (3) customer references for similar products which your firm has provided within the last three (3) years.

Reference #1:

Name: (See Attached)

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

Reference #2:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

Reference #3:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

Reference #4:

Name: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact: _____

E-mail: _____

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women-Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 5th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-owned Business Enterprise:

Business Name: Kmlg Fence, LLC
Certification Number: 0804307
Expiration Date: 8/31/15

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

ADDENDUM ACKNOWLEDGMENT FORM:

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Failure to submit acknowledgment of any Addendum that affects the Bid prices is considered a major irregularity and will be cause for rejection of the bid.

KMG Fence, LLC
Company

[Handwritten Signature]
Signature

Manager
Title



KMG FENCE LLC
1031 CROWN PARK CIR.
WINTER GARDEN, FL 34787
PHONE (407) 654-7600 FAX (407) 654-4700

REFERENCES:

1. OWNER'S NAME: ORANGE COUNTY, FL PURCHASING
DESCRIPTION: COUNTYWIDE FENCE INSTALLATIONS UPON DEMAND.
CONTRACT AMOUNT: \$645,338.00 +/-
DATE SERVICES COMPLETED: 9/30/2004-9/30/2007, 1/2010 - CURRENT
CONTACT: JEFF CHARLES
ADDRESS: 400 E. SOUTH ST. 2ND FLOOR ORLANDO, FL 32801
NUMBER: 321-354-7331
2. OWNER'S NAME: SEMINOLE COUNTY, FL PURCHASING
DESCRIPTION: COUNTYWIDE FENCE INSTALLATIONS UPON DEMAND.
CONTRACT AMOUNT: \$2,728,110.00 +/-
DATE SERVICES COMPLETED: 10/10/2005-1/31/2008, 2/2008-CURRENT AS BACKUP
CONTACT: DANNY MOORE
ADDRESS: 1101 E. 1ST ST. SANFORD, FL 32771
NUMBER: 321-377-1255
3. OWNER'S NAME: CITY OF ORLANDO, FL PURCHASING
DESCRIPTION: ANNUAL PURCHASE AGREEMENT FOR PROVISION AND INSTALLATION OF FENCING
CONTRACT AMOUNT: 282,000.00
DATE SERVICES COMPLETED: 5/15/2008-CURRENT ONGOING
CONTACT: JIM PETERS
ADDRESS: 400 S. ORANGE AVE. PO BOX 4990 ORLANDO, FL 32802-4990
NUMBER: 321-231-1756
4. OWNER'S NAME: SCHOOL DISTRICT OF OSCEOLA COUNTY
DESCRIPTION: ANNUAL PURCHASE AGREEMENT FOR PROVISION AND INSTALLATION OF FENCING
CONTRACT AMOUNT: 345,136.10
DATE SERVICES COMPLETED: 10/28/08- 10/28/11
CONTACT: CHERYL JESSEE
ADDRESS: 817 BILL BECK BLVD KISSIMMEE, FL 34744
PHONE: 407-870-4630
5. OWNER'S NAME: OSCEOLA COUNTY PROCUREMENT SERVICES
DESCRIPTION: FENCING WITH OR WITHOUT INSTALLATION
CONTRACT AMOUNT: 327,600.00
DATE SERVICES COMPLETED: 6/26/08-CURRENT
CONTACT: CORALY VAZQUEZ
ADDRESS: 1 COURTHOUSE SQUARE KISSIMMEE, FL 34741
PHONE: 407-742-0900

6. OWNER'S NAME: FGUA / TOHO WATER AUTHORITY
DESCRIPTION: SECURITY FENCING FOR WELLHEAD ENCLOSURES
CONTRACT AMOUNT: \$185,000.00
DATE SERVICES COMPLETED: 6/15/2007/
CONTACT: ART DACRE
ADDRESS: 280 WEKIVA SPRINGS BLVD. LONGWOOD, FL
NUMBER: 407-629-6900
FAX: 407-629-6963

7. OWNER'S NAME: CLANCY & THEYS CONSTRUCTION
DESCRIPTION: SOUTHSIDE COMMUNITY PARK WINTER GARDEN, FL
CONTRACT AMOUNT: \$144,000.00
DATE SERVICES COMPLETED: MARCH 2009
CONTACT: PAUL FERNANDES
ADDRESS: 7308 GREENBRIAR PARKWAY ORLANDO, FL 32819
NUMBER: 407-578-1449
FAX: 407-578-1439

8. OWNER'S NAME: CITY OF MELBOURNE
DESCRIPTION: SHERWOOD AND CRANE PARK FENCE REPLACEMENT
CONTRACT AMOUNT: 130,000 +/-
DATE SERVICES COMPLETED: 12/2008
CONTACT: PAT LOVE
ADDRESS: 1551 HIGHLAND AVE MELBOURNE, FL
NUMBER: 321-757-7149

9. OWNER'S NAME: A&M SI CONSTRUCTION COMPANY, LLC
DESCRIPTION: GORE STREET STREETSCAPE
1324 WEST MILLER ST
ORLANDO, FL 32805
CONTACT: MIKE RAHMANKHAH
CONTRACT AMOUNT: \$72,470.00
DATE SERVICES COMPLETED: 7/2011

10. OWNER'S NAME: CITY OF ORLANDO
DESCRIPTION: OPD GATE OPERATORS AND CONTROLS
400 E. SOUTH ST
ORLANDO, FL
CONTACT: JERRY STEED
CONTRACT AMOUNT: \$74,000.00 +/-
NUMBER: 321-231-1705
DATE SERVICES COMPLETED: 8/2011



CITY OF ORLANDO

August 19, 2016

Karen M. Grimsley, Manager
KMG Fence, LLC
1031 Crown Park Circle
Winter Garden, FL 34787

**SUBJECT: Renewal of Term Contract for Provide and Install Fencing
IFB15-0216**

Dear Ms. Grimsley:

The subject Contract will expire on September 27, 2016.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be extended for an additional twelve (12) month period.

The City has decided to renew the Contract for an additional year effective September 28, 2016 through September 27, 2017 at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Brian Ferrier, CPPO at the address noted below by September 2, 2016. Also, send us a copy of the most current W-9 form and Certificate of Insurance for your business.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

ACCEPTANCE

By:
Official Signature

KAREN M. GRIMSLEY
Print Name

Manager
Title

9/26/16
Date



CITY OF ORLANDO

May 3, 2017

Karen M. Grimsley, Manager
KMG Fence, LLC
1031 Crown Park Circle
Winter Garden, FL 34787

**SUBJECT: 2nd Renewal of Term Contract, Provide and Install Fencing
IFB15-0216 (Amendment 2)**

Dear Ms. Grimsley:

The subject Contract will expire on September 27, 2017.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be extended for an additional twelve (12) month period.

The City has decided to renew the Contract for an additional year effective September 28, 2017 through September 27, 2018 at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Fabio Henao at the address noted below by May 26, 2017. Please include a copy of your most current W-9 form and Certificate of Insurance for your business.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

ACCEPTANCE

By:

Official Signature

KAREN M. GRIMSLEY

Print Name

MANAGER

Title

5/19/17

Date

**AMENDMENT NUMBER THREE TO
AGREEMENT DATED SEPTEMBER 28, 2015
BETWEEN CITY OF ORLANDO AND
KMG FENCING, LLC**

THIS AMENDMENT TO AGREEMENT is made and entered into effective this 28th day of September, 2018, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and KMG Fencing, LLC, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into an Agreement ("the Agreement") under the date of September 28, 2015, whereby the latter would perform certain services with respect to Provide and Install Fencing; and

WHEREAS, the parties amended the Agreement by date of September 26, 2016, and May 19, 2017; and

WHEREAS, the City and the Contractor desire to renew the term and amend the scope of services of said Agreement to revise existing pricing as set forth on the Revised Bid Price Form in Attachment "A";

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

I. TERM OF AGREEMENT

The current Term of the Agreement will be renewed effective September 28, 2018, through September 27, 2019.

II. SCOPE

The Scope of Services and Compensation provisions of the Agreement are hereby amended to revise pricing as set forth in Exhibit "A" attached hereto and incorporated herein by reference. Attachment "A" shall replace the IFB15-0000 "Bid Price Form" in its entirety.

In all other respects, and except as specifically modified and amended herein and in Amendment One dated September 26, 2016, and Amendment Two dated May 19, 2017, the Agreement dated September 28, 2015, shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT & CONTRACTS DIVISION
City of Orlando, Florida

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: [Signature]
Chief Procurement Officer

Date: August 23, 2018

David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

[Signature]
ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Date: August 23, 2018

CONTRACTOR

By: [Signature]
Signature

Karen M. Grimsley, Manager CORPORATE SEAL
Name & Title, Typed or Printed

KMG Fence, LLC
Name of Company, Corp., etc.

2320 Clark St. Unit A4
Mailing Address

Apopka, FL 32703
City, State and Zip

407-757-2016
Area Code/Telephone Number

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 07 day of August, 2018, by Karen M. Grimsley, as the Manager, on behalf of KMG Fence LLC.
He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this 07 day of August, 2018.

(SEAL)



Anny Y. Jimenez
Commission # 17188662
Expires: August 2020
Bonded thru Aaron

[Signature]
Signature of Person Taking Acknowledgment

Anny Y. Jimenez
Typed, Printed or Stamped Name of Person
Taking Acknowledgment


My Commission Expires:
August 23, 2020

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: February 24, 2020

SUBJECT: Approval of Purchase Order to Dasher Technologies for
Additional Plaza Hardware for the Infinity Toll Collection System

Board approval is requested to issue a purchase order to Dasher Technologies in a not-to-exceed amount of \$450,000 for additional hardware needed at the plazas. This will be a cooperative (piggyback) procurement based on HP NASPO ValuePoint Master Agreement number MNNVP-134 and the State of Florida Participating Addendum number 43211500-WSCA-15-ACS.

The hardware is for additional image processing and data storage.

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

Reviewed By: 

Joann Chizlett
Director of Special Projects



E.1.

Chairman's Report

**THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM**

E.2.


Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: February 25, 2020 

RE: January 2020 Financial Reports

Attached please find the January 2020 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING JANUARY 31, 2020 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*	\$ 43,996,109	\$ 39,864,477	\$ 290,461,347	\$ 275,851,584	\$ 14,609,763	5.3%	8.2%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	\$ 1,158,179	945,104	\$ 6,619,664	5,303,329	1,316,335	24.8%	40.6%
TRANSPONDER SALES	\$ 75,202	61,000	\$ 514,646	428,807	85,840	20.0%	159.4%
OTHER OPERATING	\$ 192,870	76,680	\$ 1,073,541	431,846	641,694	148.6%	60.8%
INTEREST	\$ 638,731	613,589	\$ 5,422,553	4,057,555	1,364,998	33.6%	115.8%
MISCELLANEOUS	\$ 62,756	60,845	\$ 436,419	425,915	10,504	2.5%	-29.4%
TOTAL REVENUES	\$ 46,123,848	41,621,694	\$ 304,528,170	286,499,036	18,029,134	6.3%	9.9%
O M & A EXPENSES							
OPERATIONS	\$ 7,909,726	6,834,607	\$ 34,992,266	36,108,017	1,115,751	3.1%	16.2%
MAINTENANCE	\$ 1,887,199	2,642,710	\$ 8,075,925	9,246,057	1,170,132	12.7%	11.5%
ADMINISTRATION	\$ 770,568	857,361	\$ 4,444,613	4,944,607	499,994	10.1%	7.6%
OTHER OPERATING	\$ 207,984	228,483	\$ 882,263	1,313,779	431,516	32.8%	-20.0%
TOTAL O M & A EXPENSES	\$ 10,775,476	10,563,161	\$ 48,395,066	51,612,460	3,217,394	6.2%	13.7%
NET REVENUES BEFORE DEBT SERVICE	\$ 35,348,372	31,058,533	\$ 256,133,103	234,886,576	21,246,528	9.0%	9.2%
COMBINED NET DEBT SERVICE	\$ 18,684,792	18,739,051	\$ 109,157,009	110,229,232	1,072,222	1.0%	9.8%
NET REVENUES AFTER DEBT SERVICE	\$ 16,663,579	\$ 12,319,482	\$ 146,976,094	\$ 124,657,344	\$ 22,318,750	17.9%	8.8%

* 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 JANUARY 31, 2020 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	\$ 34,992,266	\$ 36,108,017	\$ 1,115,751	3.1%
Maintenance	8,075,925	9,246,057	1,170,132	12.7%
Administration	4,444,613	4,944,607	499,994	10.1%
Other Operating	<u>882,263</u>	<u>1,313,779</u>	<u>431,516</u>	<u>32.8%</u>
Total O M & A	\$ 48,395,066	\$ 51,612,460	\$ 3,217,394	6.2%
 Capital Expenditures				
Operations	\$ -	\$ -	-	0.0%
Maintenance	30,086	52,000	21,914	42.1%
Administration	<u>18,516</u>	<u>25,000</u>	<u>6,485</u>	<u>25.9%</u>
Total Capital Expenditures	\$ 48,602	\$ 77,000	\$ 28,398	36.9%

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
Operations - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2020**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	338,800	340,356	1,556	0.46%
Image Review	6,805,216	6,304,279	(500,937)	-7.95%
Special Projects	50,222	103,099	52,877	51.29%
Information Technology	2,796,129	3,062,456	266,327	8.70%
E-PASS Service Center	12,154,065	12,850,423	696,357	5.42%
E-PASS Business Services	79,718	92,343	12,625	13.67%
Public Outreach/Education	1,031,524	1,098,133	66,609	6.07%
Subtotal CFX	23,255,674	23,851,089	595,414	2.50%
Plazas	11,736,591	12,256,928	520,337	4.25%
Subtotal Toll Facilities	11,736,591	12,256,928	520,337	4.25%
Total Operations Expenses	34,992,266	36,108,017	1,115,751	3.09%



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2020**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	1,451,851	1,673,340	221,489	13.24%
Traffic Operations	1,726,472	1,960,977	234,505	11.96%
Routine Maintenance	4,927,688	5,663,740	736,052	13.00%
Total Maintenance Expenses	<u>8,106,011</u>	<u>9,298,057</u>	<u>1,192,046</u>	<u>12.82%</u>

E.3.

Executive Director's Report

**Executive Director Report
March 2020**

DASHBOARD

Wrong Way Driving Program

In January, there were 16 wrong way driving detections system-wide, with 14 of the 16 detections resulting in documented turn arounds. Details of the remaining events are listed below:

SR 408 EB Exit 2 at Good Homes Rd, Saturday 1/4/2020 1:13 AM

A blue SUV was observed traveling down the ramp in the wrong direction. The Regional Traffic Management Center notified FHP of the event. The Regional Traffic Management Center used the dynamic message signs to notify drivers. There were no citations or crashes associated with this event.

SR 408 WB Exit 19 at Dean Rd, Sunday 1/5/2020 4:12 PM

A blue sedan was observed traveling down the ramp in the wrong direction. The Regional Traffic Management Center notified FHP of the event. The vehicle pulled over on the right shoulder to stop to help a disabled vehicle that was just at the start of the exit ramp. There were no citations or crashes associated with this event.

2020 DESIGN AWARD

The Precast Prestressed Concrete Institute has awarded their 2020 Design Award for best bridge with a main span from 76 to 149 feet to the Wekiva Parkway Systems Interchange. Congratulations to the CFX design team, Atkins Global, for being recognized for this prestigious award!

SAFETY

Coronavirus and Flu Preparedness

On March 2, Governor DeSantis issued an Executive Order declaring a Public Health Emergency in the State of Florida due to the Coronavirus. CFX is closely monitoring the status of Coronavirus in Florida and is following best practices to minimize exposure to the virus as outlined by the CDC and Florida's Department of Health. The health and safety of our staff, consultants and the traveling public is most important. If necessary, CFX is prepared to adapt operations to minimize the spread of the virus and the flu, and we will keep staff and the public updated should there be any impacts to the day-to-day operations of this agency.

Florida Highway Patrol

CFX has requested to add another 8 FHP troopers to the CFX system for the FY 2020/2021 budget year to improve FHP crash response times. CFX fully reimburses the State of Florida for the cost of troopers. Governor Ron DeSantis has agreed to include the additional positions in his proposed budget request for FY 2020/2021. Staff is tracking the budget closely to ensure that this important safety measure is realized for next fiscal year.

ENVIRONMENTAL PARTNERSHIPS

Environmental Stewardship Committee

Chairman Brenda Carey will request the creation of a CFX Environmental Stewardship Committee at the March 12, 2020 Board Meeting. The Committee would assist the CFX Board in fulfilling its responsibilities by providing oversight and guidance for the protection of the natural environment through conservation and sustainable practices. The Environmental Stewardship Committee would meet as required to review projects and programs designed to support the responsible use and protection of the natural environment and provide guidance to CFX staff and consultants.

TRANSPORTATION PARTNERSHIPS

Transportation Roundtable

Congressman Darren Soto hosted a transportation roundtable discussion with Central Florida transportation leaders and U.S. House Transportation and Infrastructure Chairman, Peter DeFazio on March 9, 2020. The roundtable discussion focused on the federal funding needs of the Beyond the I-4 Ultimate Project and the Poinciana Parkway Connector interchange with I-4 and SR 429. Chairman DeFazio was optimistic that the proposed framework released in January for a five-year, \$760 billion investment in infrastructure could provide key federal funding for some of the most urgent transportation needs here in Central Florida.

Virgin Trains Update

The Florida Department of Transportation and CFX received a request from Virgin Trains USA, Inc. on February 6, 2020 to extend the lease negotiations for their proposed Orlando to Tampa route until December 31, 2020. Virgin Trains identified thirteen key milestones to be accomplished over the next calendar year (See letter attached). CFX will be following the Florida Department of Transportation's lead in responding to this request.

Construction to extend Virgin Trains service from West Palm Beach to the Orlando International Airport continues to progress.

TEAMFL Project Management Training

TEAMFL will pilot a new project management training program this month at CFX Headquarters. The first six-week course was full within about a week which really highlights the demand for qualified project managers in our region. We are thankful to TEAMFL for this training opportunity!

County Tax Collector Partnerships

In 2017 CFX partnered with Orange County Tax Collector Scott Randolph to streamline registration hold releases. It was so successful, partnerships with Seminole, Lake, Osceola, and Brevard counties quickly followed. Many other counties have since requested help to streamline E-PASS registration hold releases. CFX is now adding Sumter, Pasco, Charlotte, St. Lucie, Citrus and Indian River counties. Requests are also expected from Hillsborough, Bay and Flagler counties this month. CFX is extremely pleased with the excellent customer service that comes with these valuable partnerships!

PRESENTATIONS

- February 20: Infrastructure Town Hall – Congressman Darren Soto
- March 5: Stoneybrook West HOA Meeting

MEETINGS

- February 13: Orlando Economic Partnership Board of Directors
- February 14: IBTTA Leadership Academy Executive Director Roundtable
- February 18: Supplier Diversity Council Meeting
- February 18: Orange County Community Traffic Safety Team
- February 18: Orlando Economic Partnership Branding Council
- February 19: GOAA Governing Board
- February 21: I-4 Ultimate Public Information Coordination
- February 25: 2020 Florida Automated Vehicle Summit/AUVSI Planning Group
- February 26: Lake-Sumter MPO Governing Board
- February 26: MetroPlan Community Advisory Committee
- February 27: LYNX Governing Board
- February 28: MetroPlan TSMO Advisory Committee
- February 28: MetroPlan Technical Advisory Committee
- March 3: Orange County Transportation Partners
- March 5: MetroPlan Municipal Advisory Committee
- March 5: Hispanic Chamber of Commerce, Metro Orlando 2020 Outlook
- March 5: 2020 Florida Automated Vehicle Summit Planning Group
- March 6: Orlando Bicycle Beltway Downtown Gap Study
- March 6: 1-4 Ultimate Public Information Coordination

EVENTS

- February 22: Fiddler's 5K E-PASS Promo
- March 1: USTA Tournament CollegePass Promo
- March 7: UCF Basketball KnightPass Promo
- March 8: Rising Thunder St. Cloud
- March 13: OBJ Doing Business in Osceola County

PERFORMANCE DASHBOARD

JANUARY 2020

Fiscal year runs from July 1-June 30

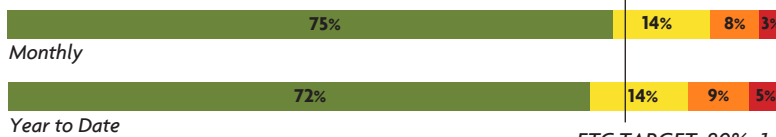
CUSTOMER SERVICE

Service Center	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center	11,743	9,279	4:05	<5m

SERVICE CENTER: MINUTE INTERVALS <5 ■ 5-6 ■ 6-7 ■ 7-8 ■ 8-9 ■ 9+ ■

Call Center	Actual	6 mo. Avg	Monthly Avg. Wait Time	Target
Call Center	123,036	110,747	0:51	<1m

CALL CENTER: % MINUTE INTERVALS <1 ■ 1-3 ■ 3-5 ■ 5+ ■

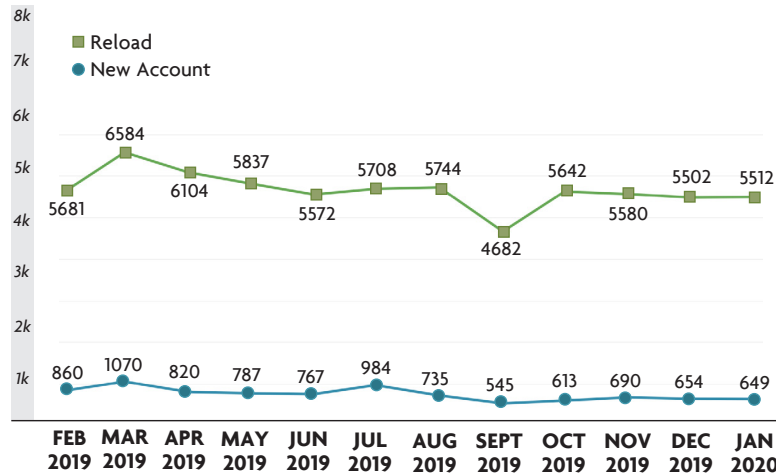


WRONG WAY DRIVING (WWD)

Month	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
Total Vehicles Detected	14	14	20	14	18	19	9	16
Documented Turn Arouds	13	14	18	13	16	15	7	14

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 765 E-PASS sales and 5,679 E-PASS account reloads



PROGRESS OF MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 408/SR 417 Interchange (Phase II)	\$66.7	\$65.5	96%	98%	█	March 2020
SR 408 Widening from SR 417 to Alafaya Trail	\$78.8	\$78.5	100%	99%	█	December 2019
SR 417 Widening from Econlockhatchee to Seminole Co.	\$44.8	\$34.4	79%	77%	█	June 2020
Toll System Replacement	\$54.4	\$31.9	76%	59%	█	July 2021

LEGEND: % Time - % Spent ≤ 10 █ 11-20 █ ≥ 21 █

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$304.5	\$286.5	6% █
OM&A Expenses	\$48.4	\$51.6	6% █
Net Revenue	\$147.0	\$124.7	18% █

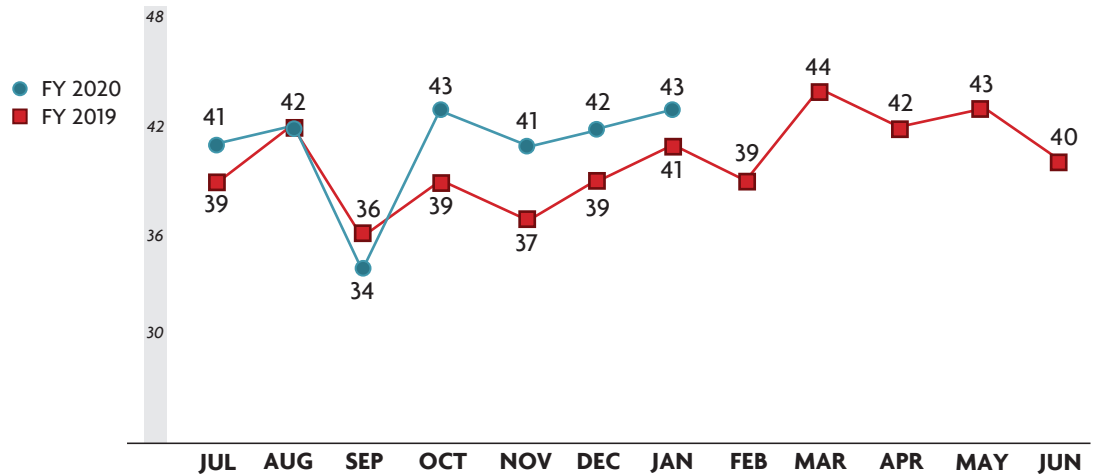
LEGEND: >/= 0 █ -0.1 to -10 █ </= -10 █

DEBT SERVICE

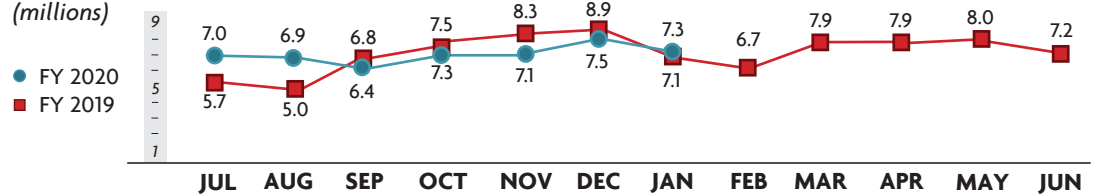
FY to Date	Actual	Budget
Senior Lien	2.19	2.07 █
Subordinate Lien	2.11	2.00 █

LEGEND: >1.45 █ >1.21 to 1.44 █ </= 1.2 █

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



UNPAID IN LANE TRANSACTIONS (millions)



*All Plazas had tolls suspended in FY20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19.

February 6, 2020

VIA E-MAIL

Mr. Tom Byron
Assistant Secretary
Florida Department of Transportation
605 Suwannee Street
Tallahassee, Florida 32399
Tom.byron@dot.state.fl.us

Ms. Laura Kelley
Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road,
Orlando, FL 32807
Laura.Kelley@cfxway.com

Re: Virgin Trains USA Tampa Extension

Dear Director Kelley and Secretary Byron,

Once again, thank you for all your assistance with respect to our plans to extend passenger rail service from Orlando International Airport to Tampa, with an intermediate station at Walt Disney World. We appreciated your, and your respective teams', attendance at our offices on January 24 to discuss the proposed alignment for this route.

As we discussed, while much has already been accomplished with respect to this project, there is still much to do in order to bring this passenger rail service to fruition given the number of public agencies involved. Consequently, as the parties discussed, we believe it will be prudent to extend lease negotiations with respect to the RFP from March 31, 2020 to December 31, 2020. In that extended time period, we would work with FDOT on its process (to be defined in follow-up discussions) for the use of SR 536 in order to access Walt Disney World's Disney Springs location.

The extension of lease negotiations with respect to the RFP to December 31 is necessary in order to achieve the following milestones:

- 1) Reach agreement with CFX and FDOT on the alignment details for this rail route in a manner consistent with CFX's and FDOT's current and future alignment needs, along with the ability for Virgin to construct its rail line in the most economical and expeditious manner possible.
- 2) Provide FDOT sufficient time to develop its preliminary I-4 alignment plans. We would be open to executing a Lease on the OIA to Disney portion of the route, with an option to extend the Lease with respect to the Disney to Tampa route segment, to allow FDOT to complete its design of the I-4 corridor.

- 3) Negotiate with the Greater Orlando Aviation Authority as to the lease and easement amendments associated with extending our trackage beyond Orlando International Airport.
- 4) Negotiate an easement and operating agreement with Orlando Utilities Commission for construction of trackage on its right of way.
- 5) Negotiate lease and easement agreements with CFX and FDOT for construction and operations on their respective properties.
- 6) Negotiate an operating/construction agreement with the Central Florida Rail Corridor Commission for rail operations in conjunction with SunRail.
- 7) Commission a preliminary legal description and sketch for a temporary construction easement on the entire corridor to memorialize the route and calculate an adequate rental rate.
- 8) Determine the impact of freight easements and negotiate operating agreements with other tenants, if necessary.
- 9) Negotiate an agreement with Walt Disney World for construction into its facilities.
- 10) Achieve rights to access the 536 corridor.
- 11) Complete a title search on the various properties to identify necessary utility relocations and develop a preliminary plan to relocate those utilities.
- 12) Coordinate with the Federal Railroad Administration to determine whether the alignment and construction will necessitate an Environmental Impact Statement/Record of Decision or whether an Environmental Assessment/Finding of No Significant Impact would be sufficient.

13) Complete all required toll diversion studies in connection with this project.

Our expectation is that the December 31, 2020 extension would be conditioned on achieving the foregoing milestones on or before that date.

Very Truly Yours



Myles Tobin, Esq.*
General Counsel

cc: Cindy Ikerd (via e-mail cindy.ikerd@dot.state.fl.us)
Erik Fenniman (via e-mail Erik.Fenniman@dot.state.fl.us)
Husein Cumber (via e-mail Husein.Cumber@feci.com)
Michael Cegelis (via e-mail michael.cegelis@gobrightline.com)
Woody Rodriguez (via e-mail woody.rodriguez@cfxway.com)
Davin Ruohomaki (via e-mail druohomaki@goaa.org)

* Member of the Illinois Bar only, and not a member of the Florida Bar

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 pillars and green-painted overpasses, set against a clear blue sky. A grassy embankment is visible on the right side, and a dark SUV is partially visible in the lower-left foreground.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

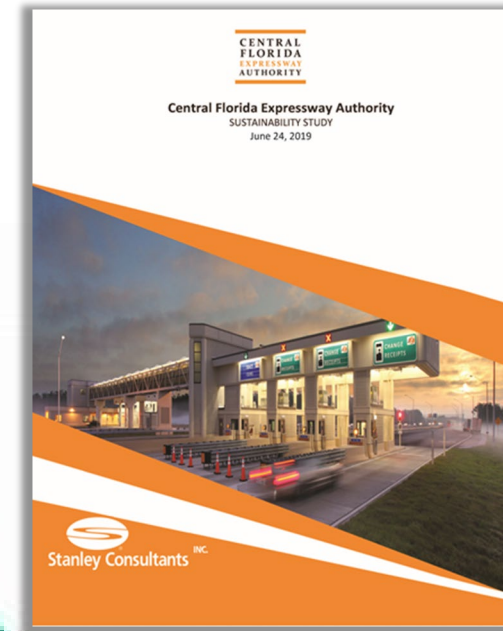
Sustainability Program Status

Bryan Homayouni, Manager of Traffic Operations

— March 12, 2020 —

Background

- Visit to The RAY in April 2018
- Sustainability Report accepted by CFX Board in April 2019
 - Deployment of Photovoltaic (PV) Power Solutions (Solar Deployments)
 - Improved energy efficiencies at CFX buildings
 - Readiness for vehicle electrification



Deployment of Sustainability Projects



- Six sustainability projects added to FY 20-24 Work Plan
- Total capital investment estimated at \$6.7M
- Total estimated lifetime benefit of +/- \$25.0M



Hiawassee Plaza: Elevated Ground Mount PV



DMS Power Source: Floating PV



CFX HQ Energy Audit and Retro-commission



CFX Headquarters assessment including:

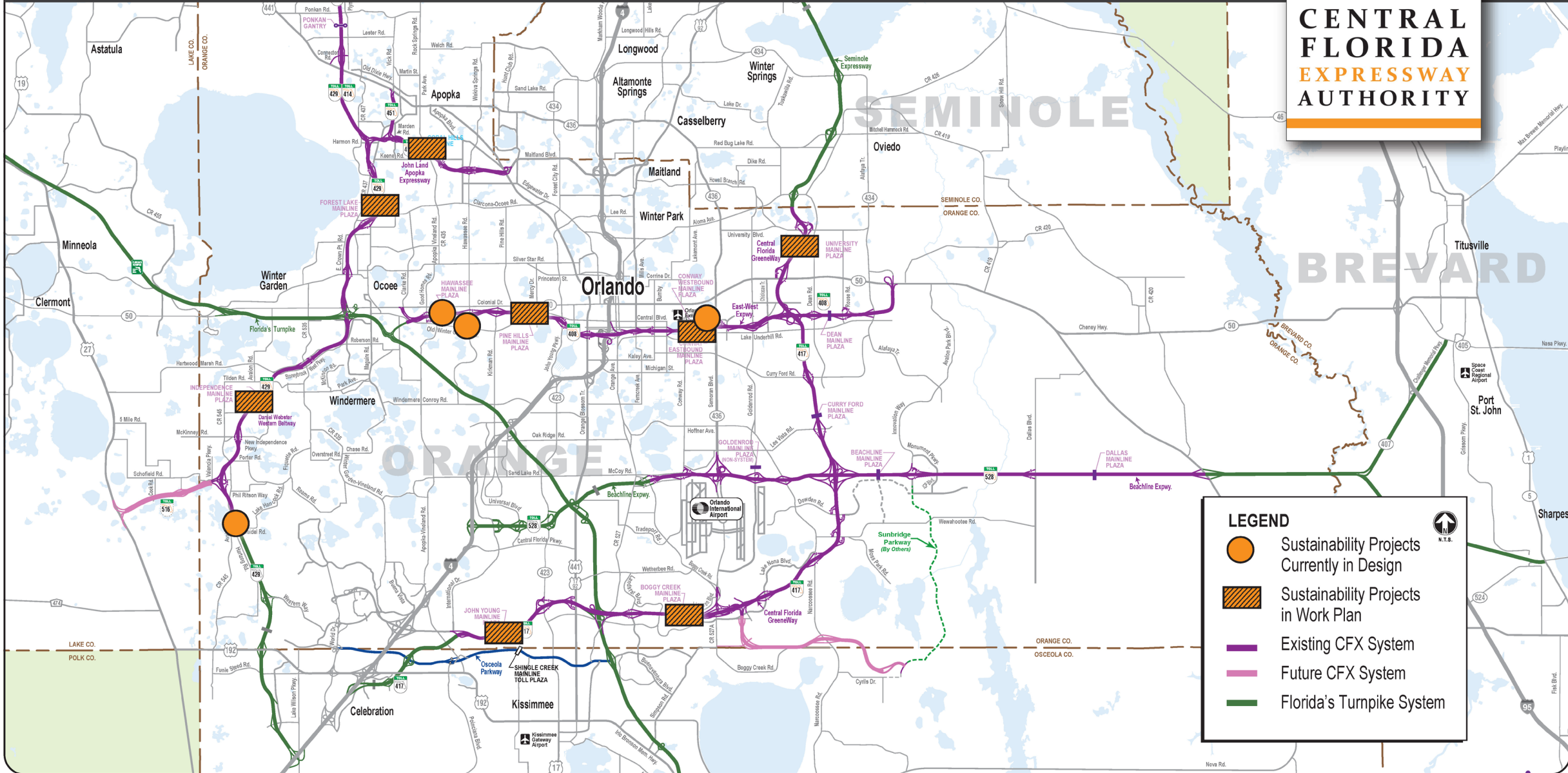
- Review of current energy and water consumption, maintenance activities
- Evaluation of potential modifications and improvements
 - HVAC performance, controls
 - Lighting control/retrofits
 - Maintenance work
- Identify low-cost / high-return energy reductions
- Implement improvements and measure performance

Electric Vehicle Charging Station



- OUC Charge-It Program
- Single station with two charge connections
- Level 2 charging
- Starting with single dedicated spot for EV vehicles
- Flexibility to expand

CFX SUSTAINABILITY PROJECTS PLANNED AND UNDER DESIGN



LEGEND

- Sustainability Projects Currently in Design
- Sustainability Projects in Work Plan
- Existing CFX System
- Future CFX System
- Florida's Turnpike System

N.T.S.

Summary

Floating PV

Dynamic message sign
alternative power source
EST. completion: FY 2021

Elevated PV

Hiawassee data center
Hiawassee Mainline Plaza
EST. completion: FY 2021

Building Efficiency

CFX Headquarters Building
EST. completion: FY 2021

EV Charging

Pilot charging station at
CFX HQ
EST. completion: FY 2020

Ground Mount, Floating & Elevated/ PV

8 additional projects scheduled within Work
Plan

F. 2.



I-4 Construction Update

Closure of SR 408 Exit to Orange Ave (Exit 10C)



I4Ultimate.com



Agenda

- Progress
- Closure of Orange Ave Exit
- Detours & Public Outreach
- Q&A



I-4/S.R. 408 Interchange Progress



- I-4/408 interchange is 83% complete
- Ramps opening Summer 2020
- SR 408 Substantially Complete Early 2021



Completing Construction

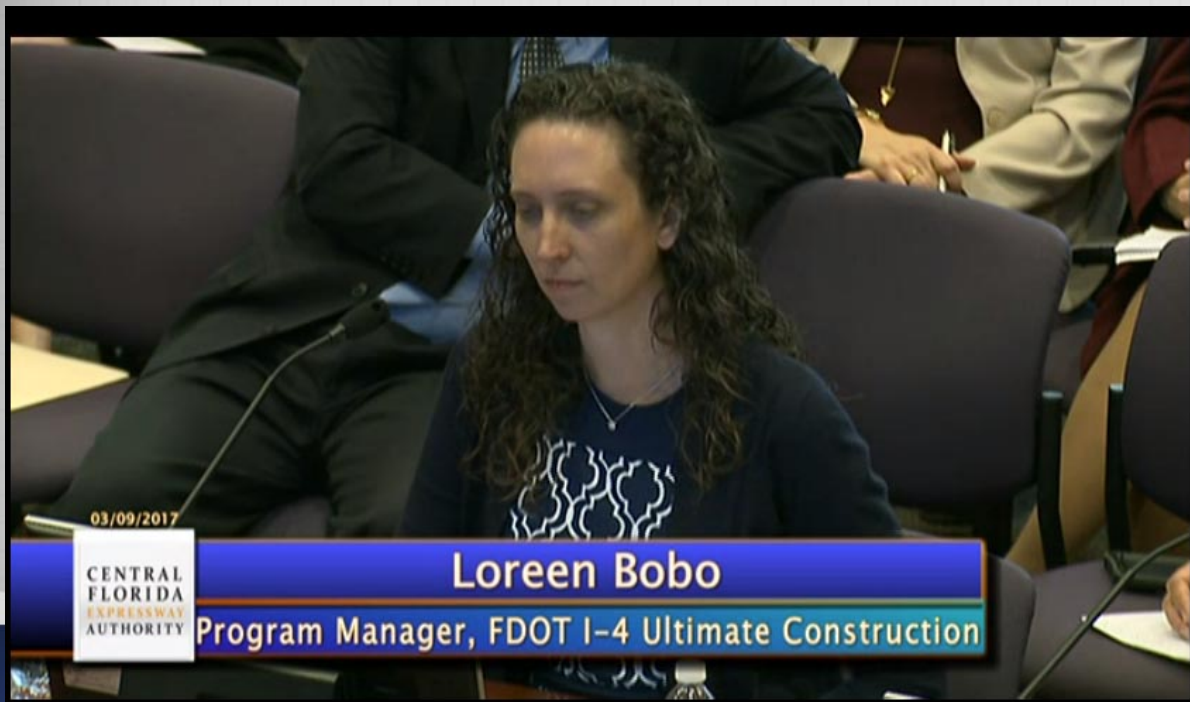
- **Closing Orange Ave Exit**
 - Exit ramp conflicts with ramp under construction
 - 4 to 5 Months
 - Traffic Detoured





Previous Board Approval

- FDOT presented concept March 2017
- 140-day closure incorporated into Interlocal Agreement
- Now prepared to implement closure and detour



Project's Request to CFX

- Contractor's proposal reviewed by FDOT, CFX, and City of Orlando (Staff)
- Temporarily close SR 408 EB off-ramp to Orange Ave (Exit 10C)
- Allows for an Alternative Design that retains the alignment of Exit 10C
- Traffic will be detoured during the closure

03/09/2017

Detour uses Mills Avenue off ramp (Exit 11A)

F.1. FDOT's I-4 Ultimate Project's Proposal
Central Florida Expressway Authority

14Ultimate.com



- Interlocal Agreement
 - Notice of pending closure
 - Duration of closure
 - Toll reimbursement provisions
 - Amendment adopted 2018

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

CFX
By: Buddy Dyer
Name: Buddy Dyer
Title: Chairman
Date: 12/14/19

FLORIDA DEPARTMENT OF TRANSPORTATION
By: [Signature]
Name: M...
Title: S...
Date:

Attest: [Signature]
Executive Assistant

Legal Review: [Signature]
General Counsel

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE LOCAL FUNDING CONTRIBUTION TO THE INTERCHANGE AT INTERSTATE HIGHWAY 4 AND STATE ROAD 408

This First Amendment to Interlocal Agreement ("Amendment"), is entered into this 3rd day of January, 2018, by the Central Florida Expressway Authority ("AGENCY"), and the Florida Department of Transportation, ("DEPARTMENT");

RECITALS:

A. The AGENCY and the DEPARTMENT are parties to an Interlocal Agreement for the Local Funding Contribution to the Interchange Project at Interstate Highway 4 and State Road 408 dated June 16, 2014 (the "Interlocal Agreement") for reconstruction of the interchange at Interstate 4 and State Road 408 (the "Interchange Project").

B. As part of the Interchange Project, the DEPARTMENT's agreement with its Concessionaire, I-4 Mobility Partners OpCo, LLC (the "Concessionaire"), on the I-4 Ultimate Project includes the reconstruction of the off-ramp from eastbound State Road 408 ("SR 408") at Exit 10C, in accordance with the CFX Concepts and CFX Design Criteria (previously referred to as the OOCEA Concepts and OOCEA Design Criteria in the Interlocal Agreement) (the "Exit 10C Improvements").

C. The approved concept and design for the Exit 10C Improvements would not have required closing the existing Exit 10C for any extended period during construction.

D. The DEPARTMENT has determined that it is not feasible to construct the Exit 10C Improvements within the existing right-of-way. The DEPARTMENT's Concessionaire has proposed a redesign of the Exit 10C Improvements that will not require the use of additional right-of-way, but will require a temporary closure of the ramp at Exit 10C from eastbound SR 408.

E. The AGENCY does not collect a toll at Exit 10C from SR 408 eastbound. To ensure continued mobility and traveler safety and convenience in the vicinity of the Interchange Project during any required temporary closure of Exit 10C, the AGENCY is willing to suspend the toll it currently collects at Exit 11B, the next exit from SR 408 eastbound, for the duration of the temporary closure of Exit 10C, contingent upon the DEPARTMENT's agreement to compensate the AGENCY for its loss of toll revenue at Exit 11B.

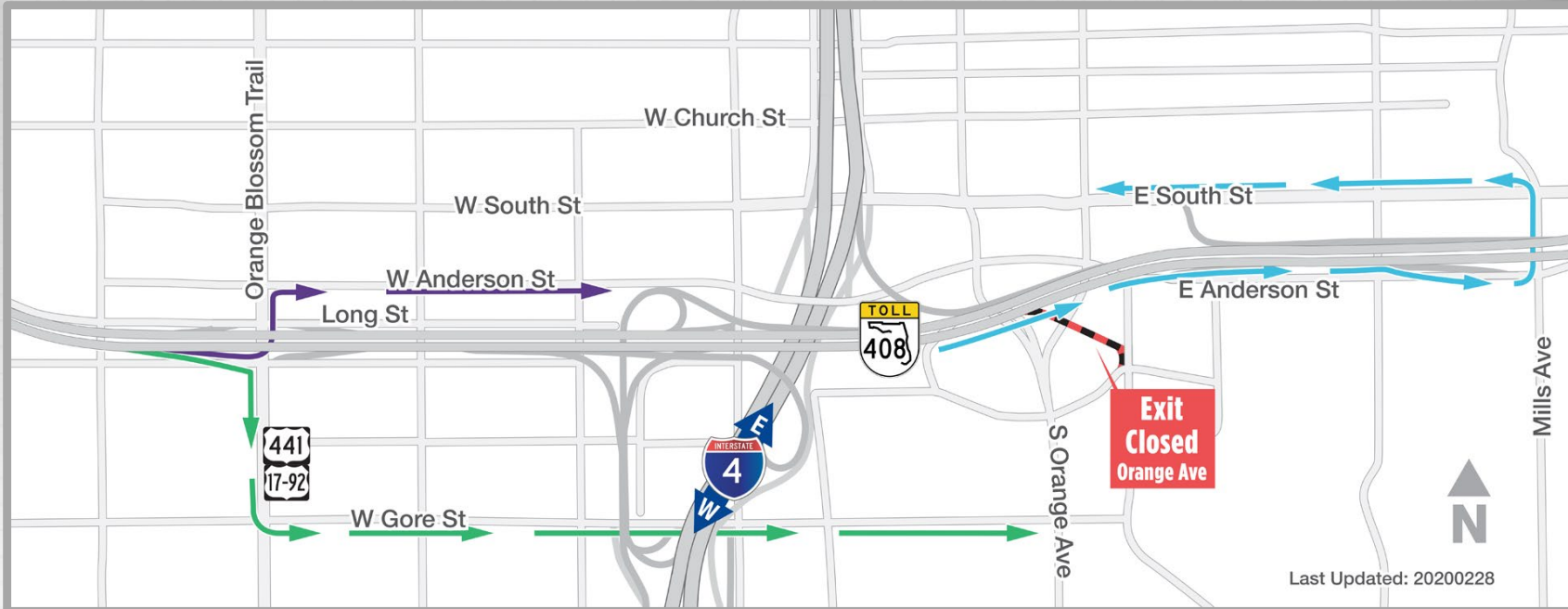
F. The parties desire to amend the Interlocal Agreement to authorize the DEPARTMENT to enter into a modification to the Concession Agreement providing for the redesign and construction of improvements to Exit 10C in a manner that will not require the use of additional right-of-way, establish an understanding concerning the compensation to be paid, the conditions of the temporary closure of Exit 10C, and the method by which the compensation will

1



Detours & Public Outreach

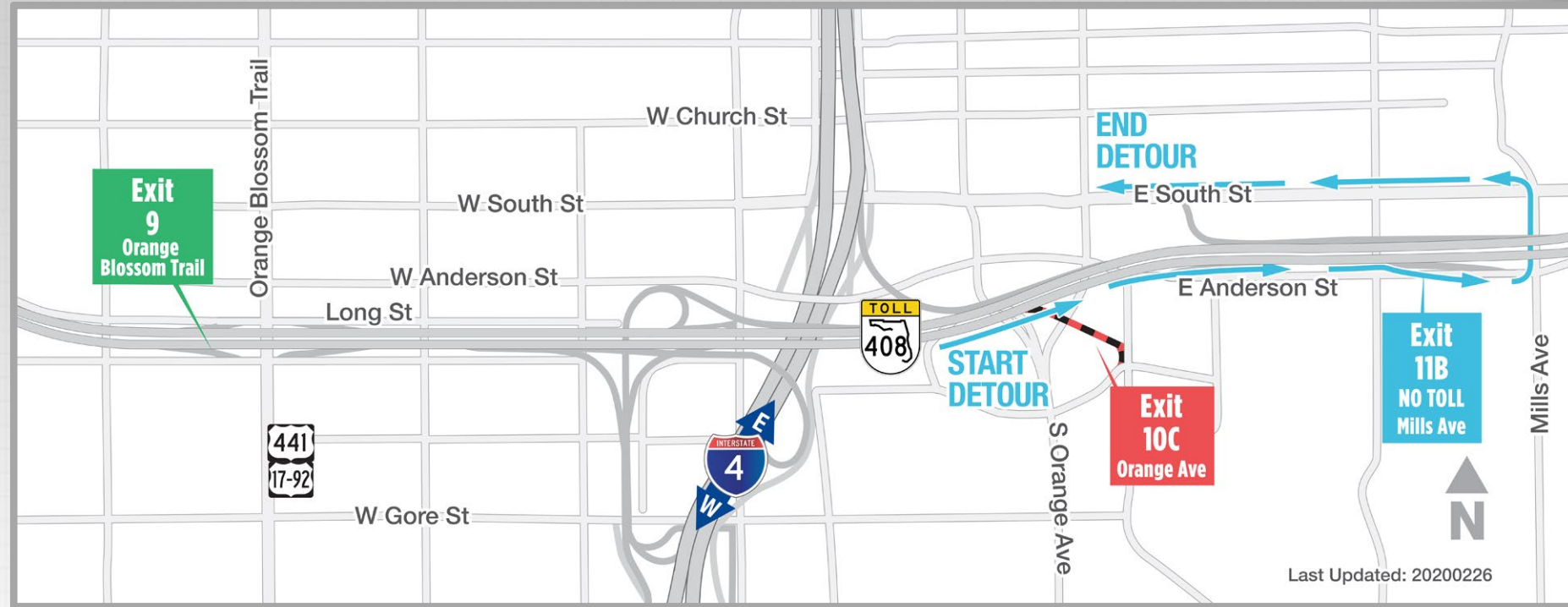
- Multiple Driver Options
- Accommodations for Truck
- Public Notice Partnership
 - FDOT/I-4 U Team
 - CFX





Mills Avenue Detour

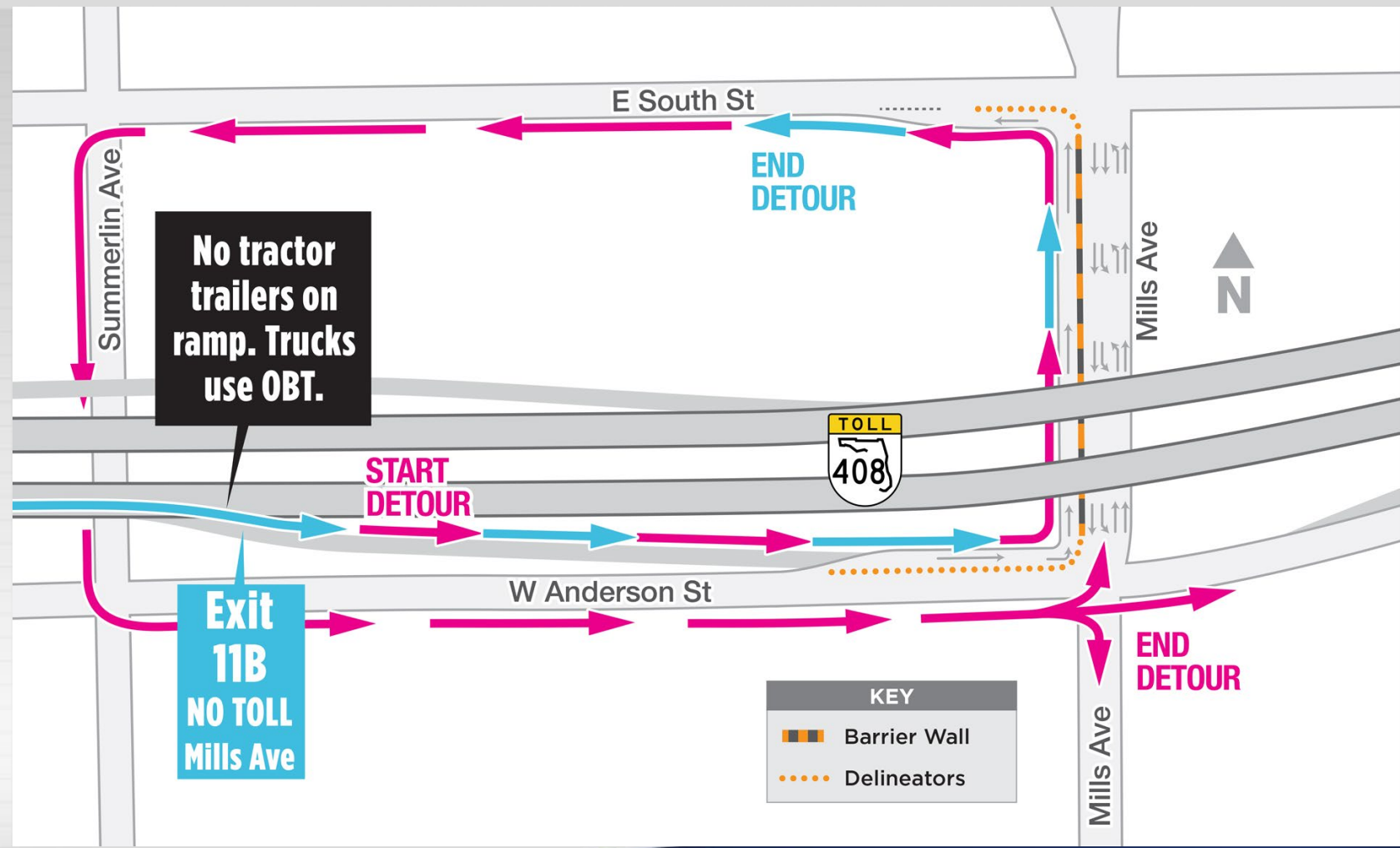
- Closing Orange Avenue non-tolled exit (10C)
- Mills Avenue exit (11B) tolls suspended during the closure





Detailed Mills Avenue Detour

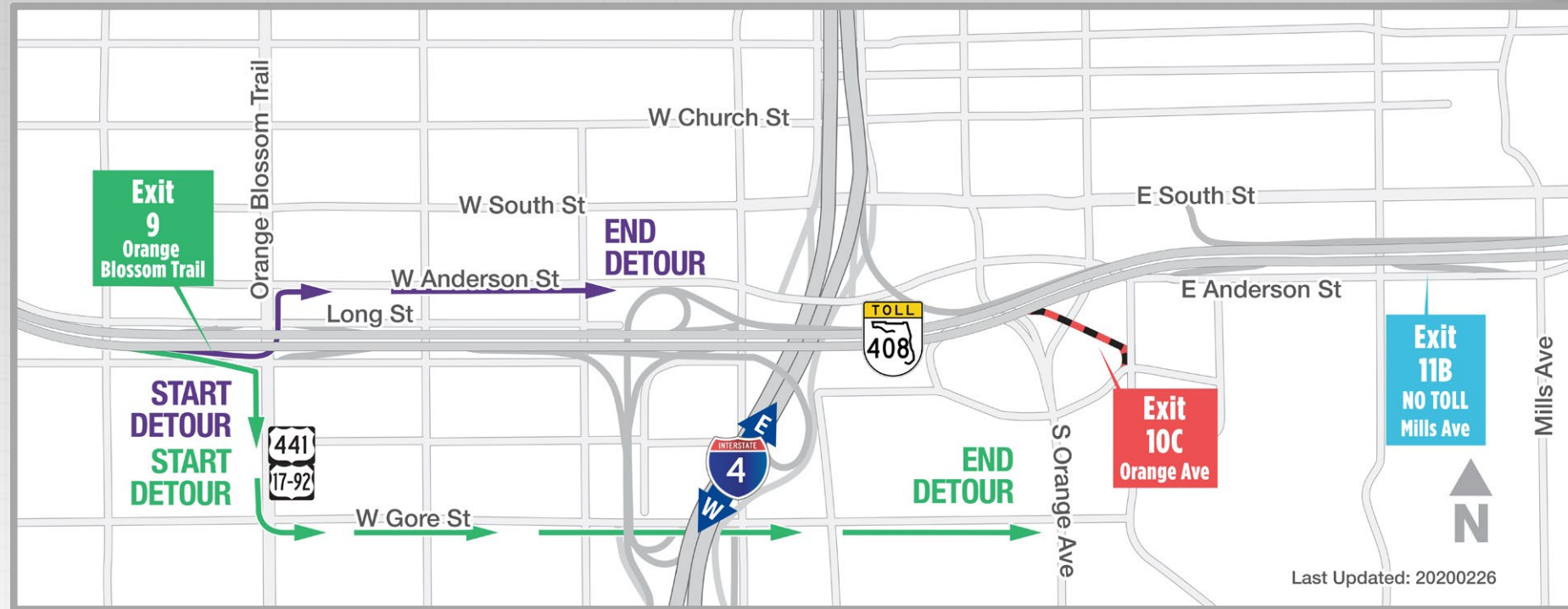
- All Exiting Traffic will U-Turn using Mills Ave. to South St.
- Traffic heading to Mills and Anderson will continue to Summerlin Ave.





Orange Blossom Trail Detour

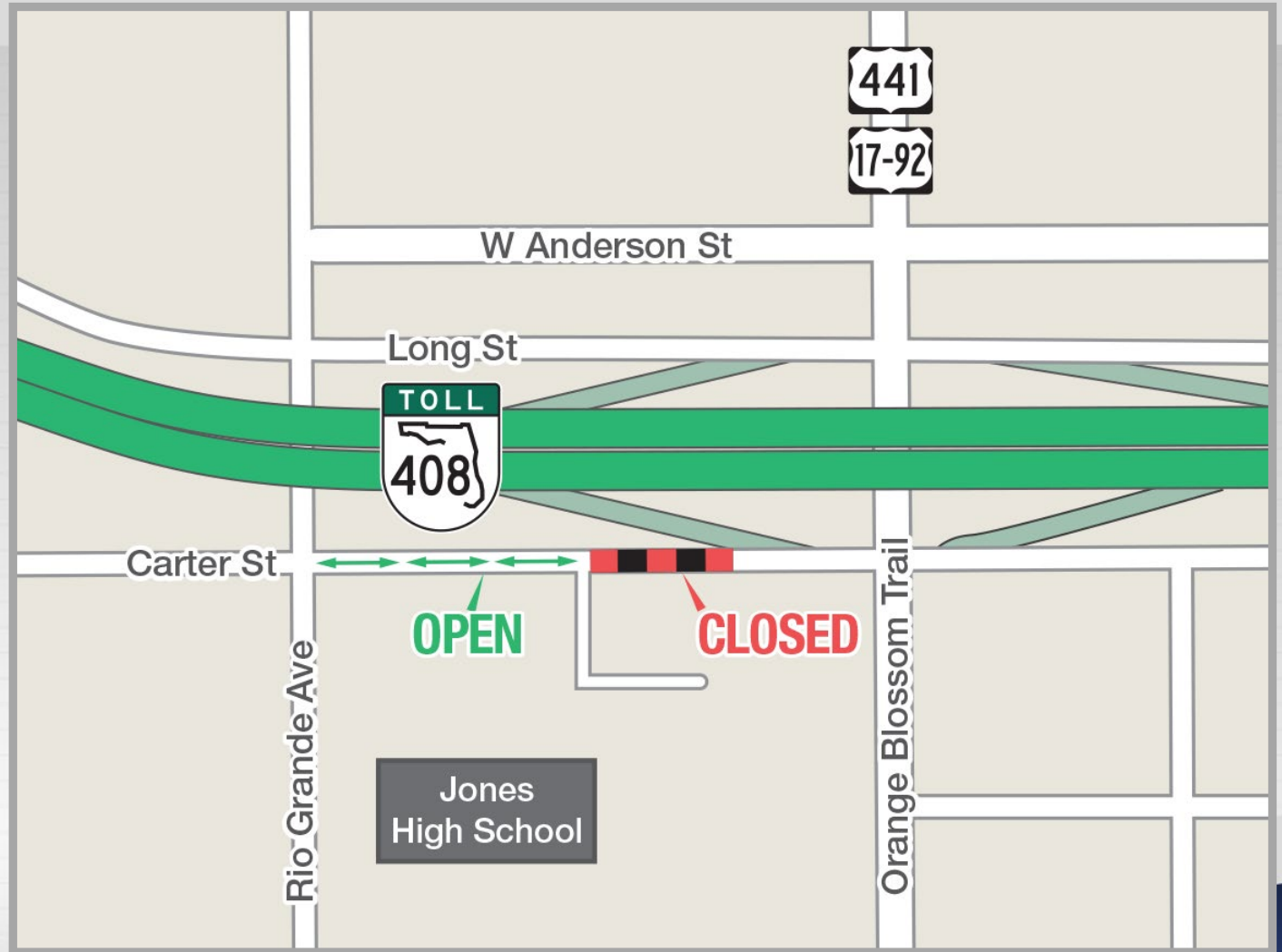
- No tolls at Orange Blossom Trail (exit 9)





Temporary Carter Street Changes

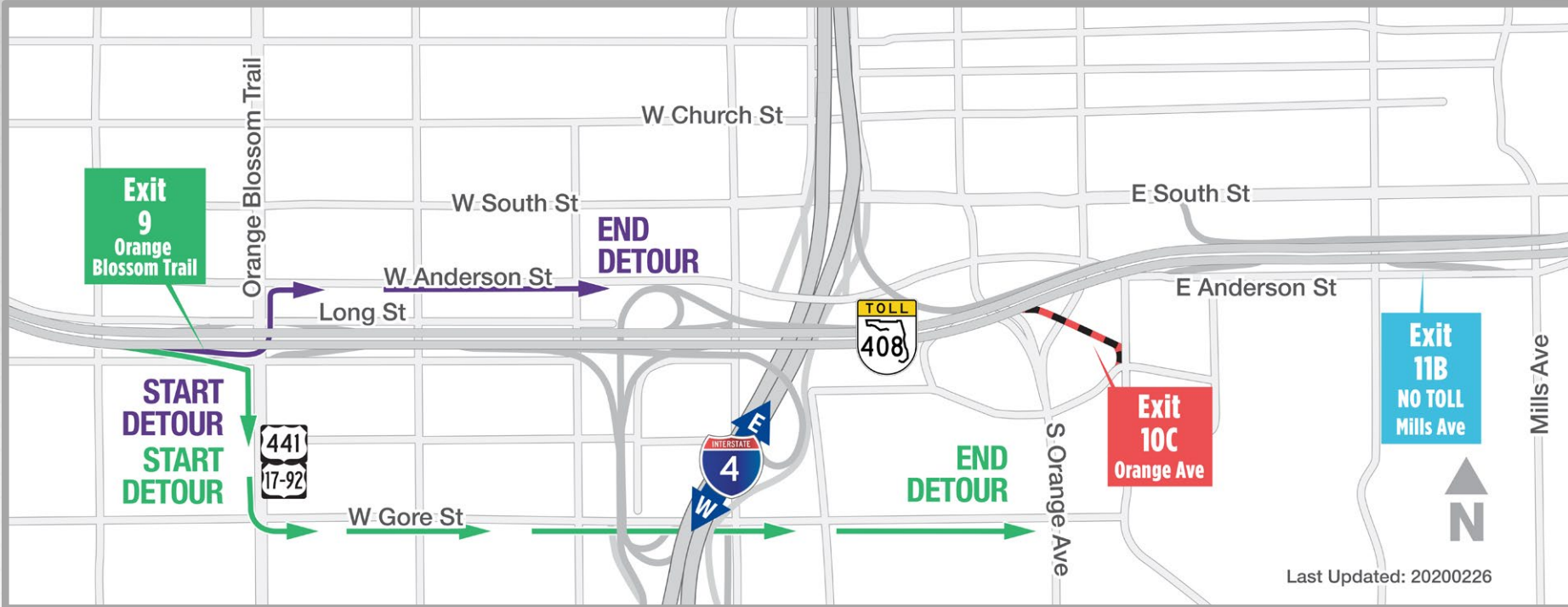
- Carter Street will close midway between Rio Grande Avenue and OBT.
- Carter Street open to two-way traffic





Truck Detour

- Large trucks will use OBT detour
- Message Boards & Signs





Next Steps

- **Specific Date of implementation still being refined**
- **Expected Timeframe – Early April to Early May**
- **FDOT Media Outreach beginning 2 Weeks Prior**
- **After closure, Engineers will monitor, and make adjustments as needed**



Questions

John Tyler P.E.

Florida Department of Transportation
District 5 Construction Engineer
John.Tyler@dot.state.fl.us

Paul Wabi P.E.

Florida Department of Transportation
I-4 Ultimate Construction Program Manager
Paul.Wabi@dot.state.fl.us

F. 3.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY



Pay By Plate Communications Plan

Angela Melton, Manager of Communications

— March 12, 2020 —

New CFX Pay by Plate Rate Effective July 1, 2020



Electronic Rate



Cash Rate

NEW!
PAY BY PLATE

Electronic Rate x2

Marketing and Communication Objectives

Objective #1: Communicate new Pay By Plate rate to Central Florida drivers

Objective #2: Convert 10% of existing Pay By Plate customers to E-PASS customers

Target Communication to Two Key Audiences

Central Florida Drivers



3.5 million residents and 75 million visitors combine to more than 1.3 million transactions on the CFX system daily

Pay By Plate Customers



Approximately 450K invoices are mailed each month

Messaging Highlights Simplicity of Conversion and Promotes Key E-PASS Benefits



- E-PASS sticker is FREE
- Multiple E-PASS products to choose from
- Immediate savings
- Easy account management online or with E-PASS app
- Use cash to replenish at Reload Lanes
- No account fees
- Exclusive toll discounts
- Works on all toll roads in FL, GA, NC

Marketing Tools and Tactics for E-PASS Conversion

Creative campaign that is engaging and memorable including:

- **Get E-PASS webpage** outlining **key E-PASS benefits** and new Pay By Plate rate
- **Targeted digital ad campaign**
- **Billboards**
- **A targeted conversion incentive**

Marketing & Communications Timeline

Audiences:

- Central Florida Drivers
- Targeted Pay By Plate Customers

	March	April	May	June	July
MARKETING & CONVERSION					
Web & Digital Ads					
Billboards					
Conversion Incentive for PBP Customers					
Print & Radio					
Events & Outreach					
RATE COMMUNICATIONS					
Collateral, Web and Customer Service					
E-Blast & Newsletter					
Earned Media					
Roadway Signage					

E-PASS Roadway Signage

TOLL RATES CARS – 2 AXLE



\$1.15

CASH

\$1.50

PAY BY PLATE

\$2.30

ADD'L TOLL 3+ AXLES

** Sample rate only*

Questions?



F. 4.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a bold, sans-serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The text is contained within a white rectangular box with thin orange horizontal lines above and below it.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

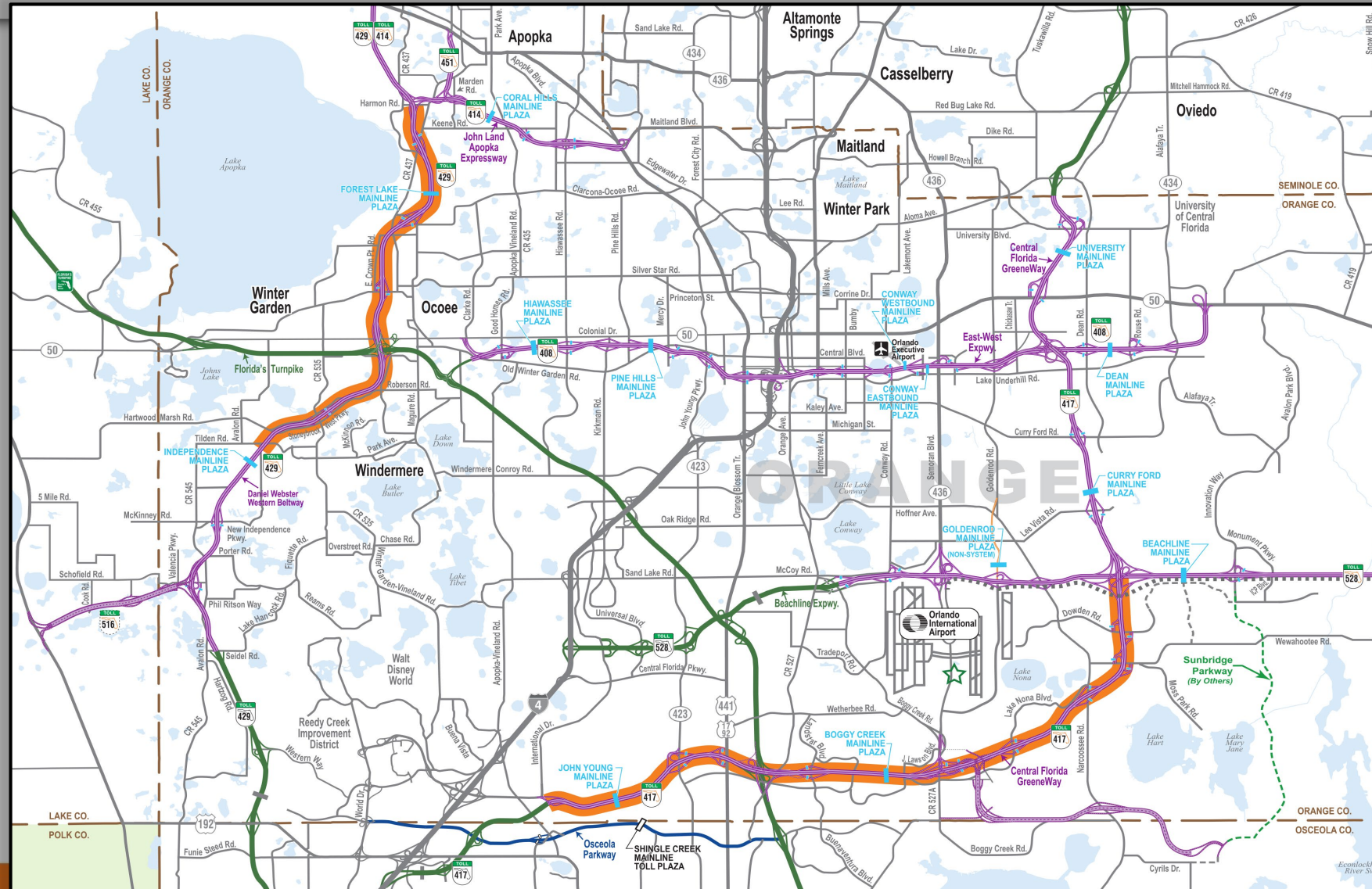
Part – Time Shoulder Use (PTSU) Projects

Glenn Pressimone, Chief of Infrastructure and Pete Jenior, Kittelson & Associates, Inc.

– March 12, 2020 –

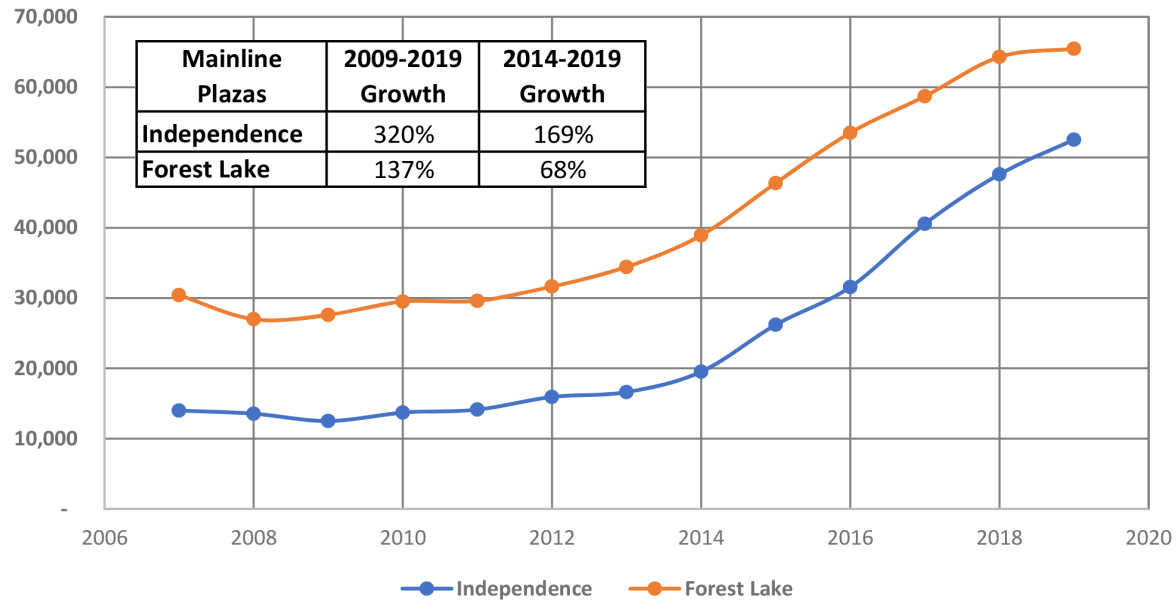
Widening of SR 417 and SR 429

- 21 miles on SR 417
 - \$580 million
- 14 miles on SR 429
 - \$350 million

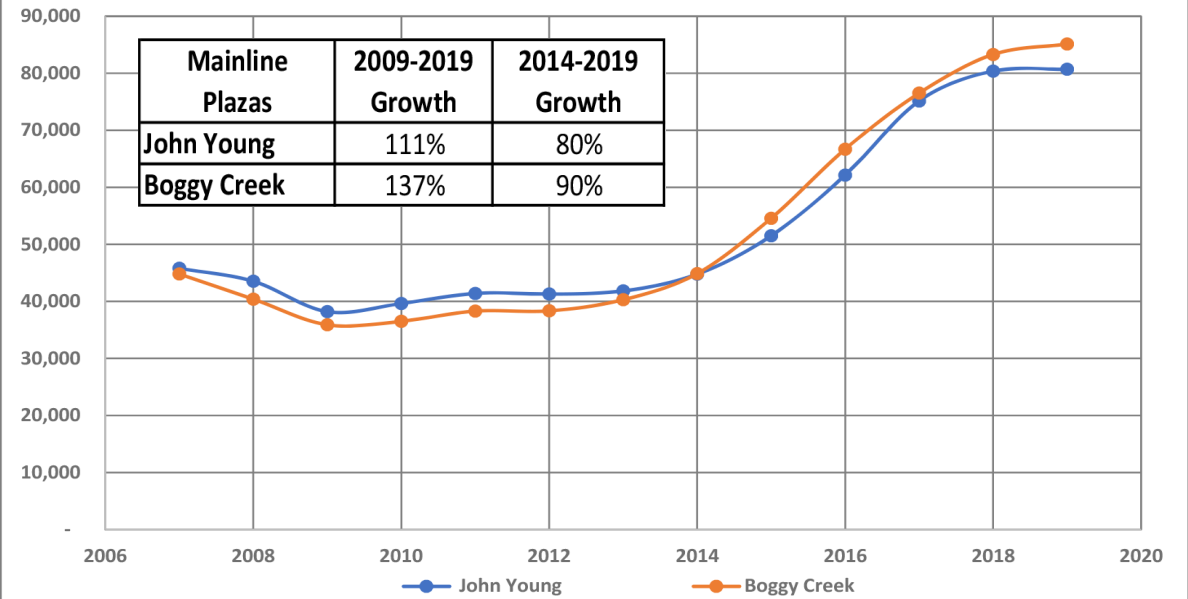


Historic Traffic Growth

SR 429 - Historical AADT Trends

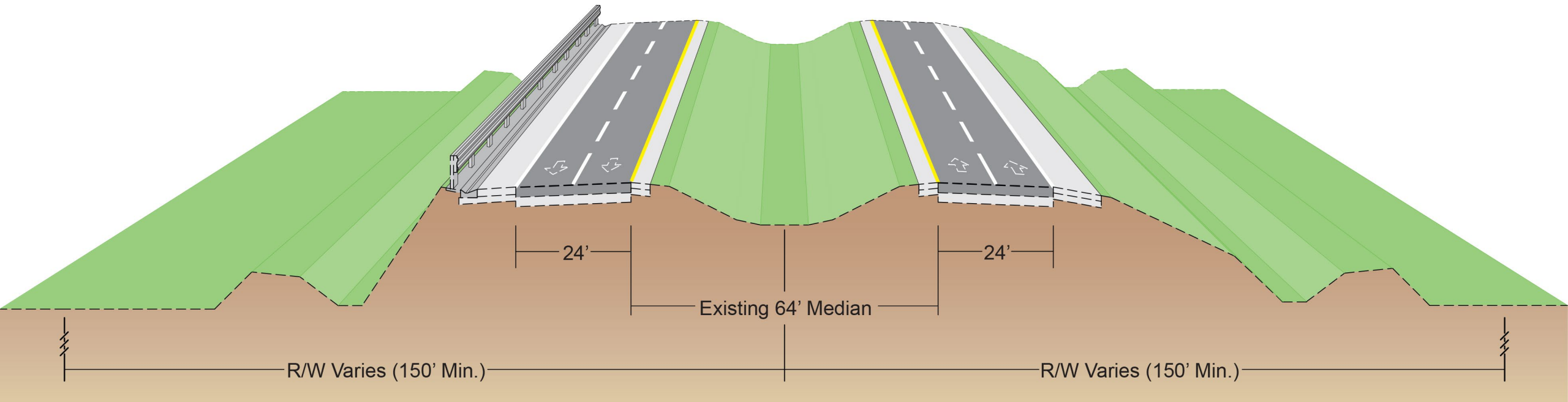


SR 417 - Historical AADT Trends



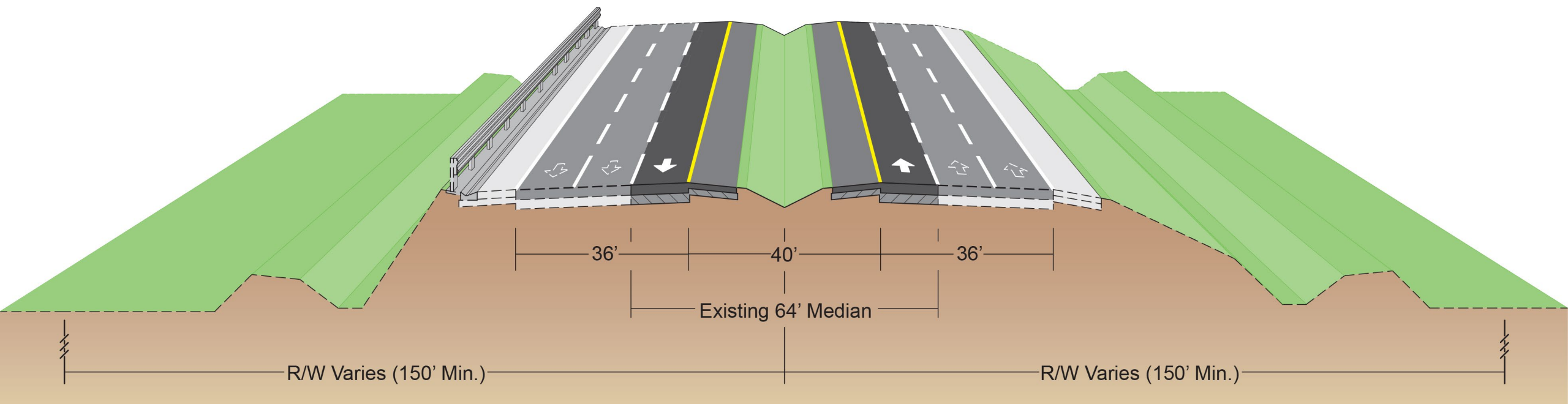


Existing Condition



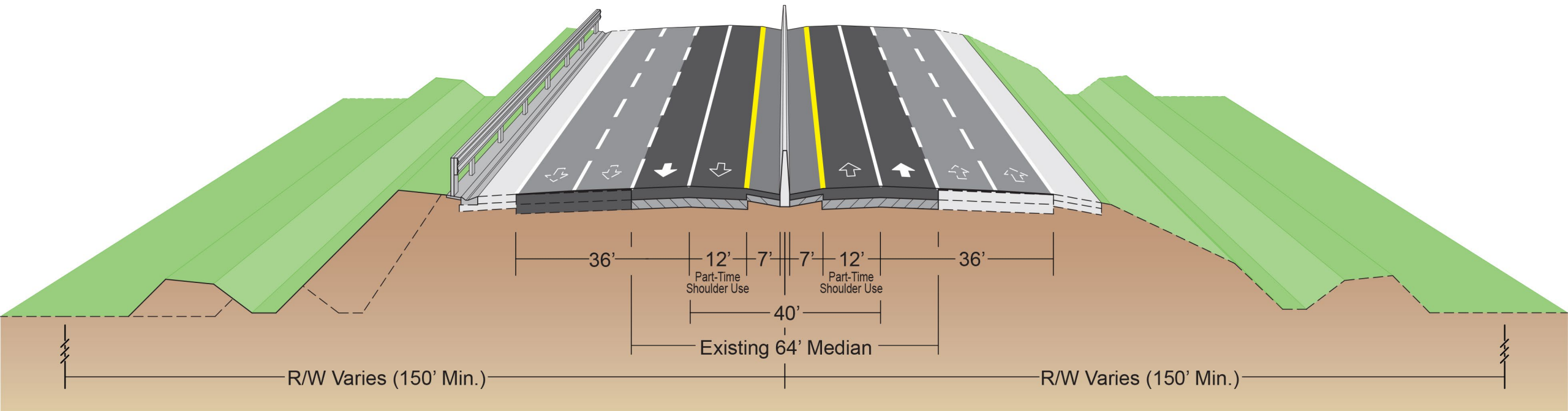


Original PD&E Concepts (1990 and 1996)





Current Design Concept



What is Part-Time Shoulder Use?

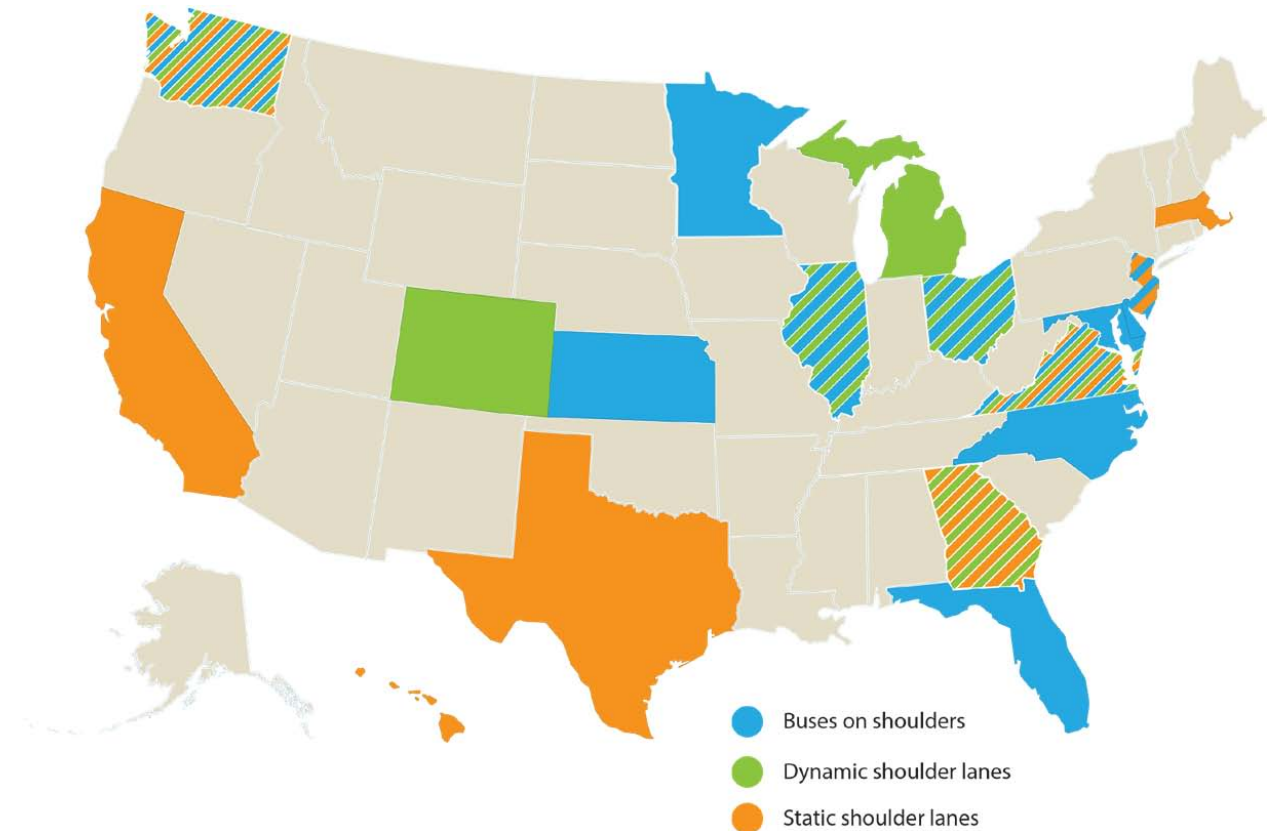
- Various names
 - Shoulder running
 - Hard shoulder running
 - Temporary shoulder use
 - Part-time shoulder use (PTSU)
- Use of left or right shoulders for travel during certain hours of the day
 - Addresses congestion and reliability issues
 - Preserves shoulder during most hours of day



Source: Kittelson & Associates, Inc

Where is Part-Time Shoulder Use?

- 18 states have at least one form of PTSU
- Miami-Dade Transit has allowed buses to use the shoulder on portions of SR 874 and SR 878
- In Europe, part-time shoulder use is more common than in the US



Types of Part-time Shoulder Use



Source: PACE Bus

Bus-on-Shoulder (BOS)

Open only to buses, usually at driver's discretion



Source: Kittelson & Associates, Inc

Static PTSU

Open to passenger vehicles during predetermined hours of operation



Source: Kittelson & Associates, Inc

Dynamic PTSU

Open to passenger vehicles based on need and real-time conditions

PTSU and Incident Management

- PTSU with lane control over all lanes:
 - Notify drivers in advance of a blocked lane
 - Open the shoulder to maintain capacity while lanes blocked (depending on location of incident)
 - Slow drivers prior to the incident (reduced speed limit or advisory speed)
 - Close a lane or the shoulder to create a clear path for first responders



Source: Virginia DOT

State-of-the-Art PTSU

- Recent PTSU projects have tended to:
 - Be dynamic (have the capability to open the shoulder at any time)
 - Have lane control signals over all lanes
 - Incorporate other active traffic management (ATM) strategies like variable speed limits, queue warnings, etc.



Source: Kittelson & Associates, Inc

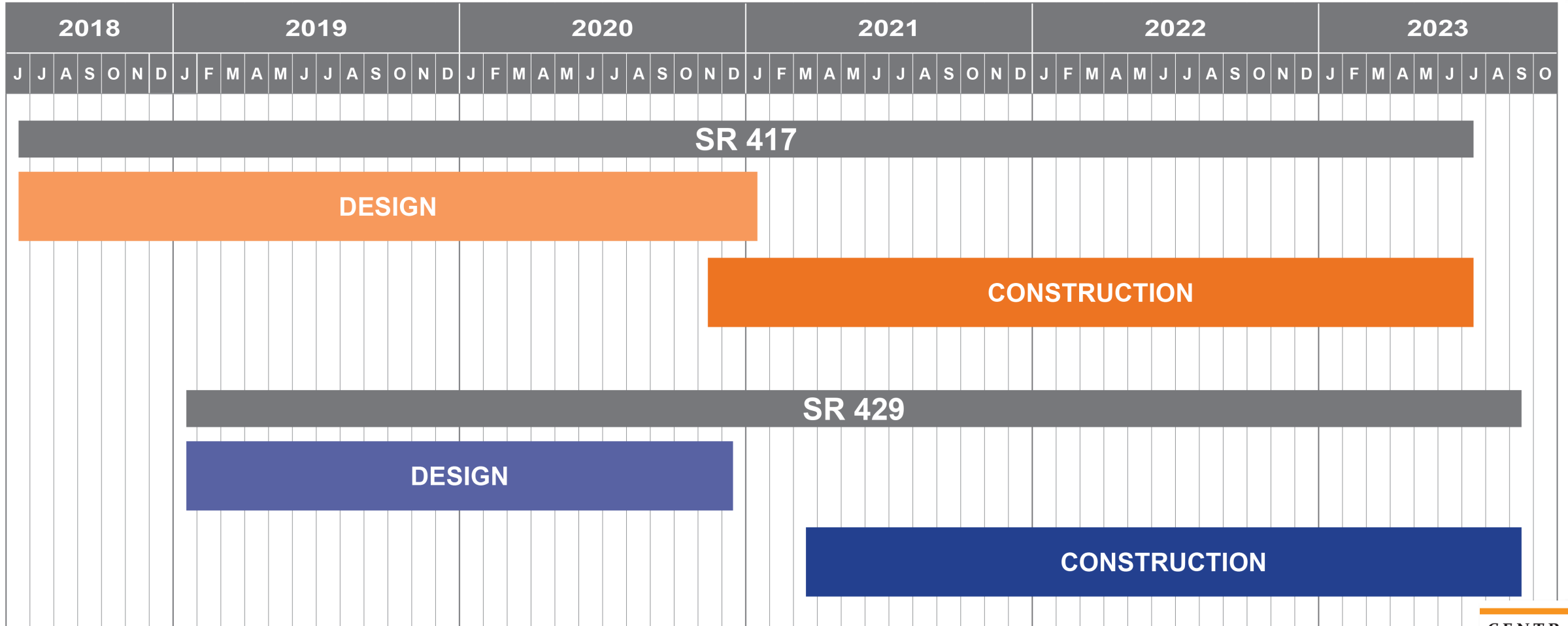
Benefits of Part-Time Shoulder Use

- Adds capacity when it is needed most
- Preserves a shoulder for breakdowns, law enforcement, roadway departure mitigation, etc. for most hours of day
- Cost, right-of-way requirements, implementation time, and environmental impacts greatly reduced compared to conventional widening



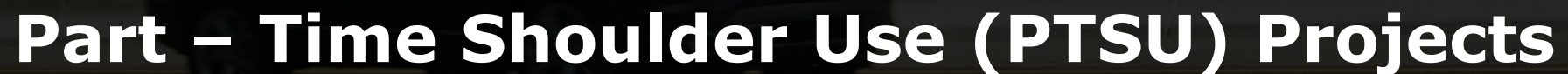
Source: Kittelson & Associates, Inc

Schedule



The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL", "FLORIDA", "EXPRESSWAY", and "AUTHORITY" stacked vertically in a serif font. The word "EXPRESSWAY" is highlighted in orange, while the other words are in black. The text is contained within a white rectangular box with orange horizontal bars above and below it.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

A black SUV is driving on a highway under a concrete overpass. The background shows a grassy embankment and a clear blue sky. The text "Part – Time Shoulder Use (PTSU) Projects" is overlaid at the bottom in white.

Part – Time Shoulder Use (PTSU) Projects

Thank You

F. 5.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD ENVIRONMENTAL STEWARDSHIP COMMITTEE CHARTER

PURPOSE

The Environmental Stewardship Committee's primary function is to assist the CFX Board in fulfilling its responsibilities by providing oversight and guidance for the protection of the natural environment through conservation and sustainable practices. CFX is committed to developing and maintaining a world class mobility network while balancing and supporting the protection of the natural environment.

RESPONSIBILITIES

The Environmental Stewardship Committee is responsible for evaluating projects and programs designed to support the responsible use and protection of the natural environment through conservation and sustainable practices and make recommendations to the CFX Board.

ORGANIZATION

The Environmental Stewardship Committee shall be composed of the following voting members:

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

may be renewed. In the event of continued absenteeism, the Chair may recommend alternate appointments to the Board.

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

Committee members should have expertise in environmental protection, conservation and restoration practices and/or sustainability programs.

CHAIRMAN SELECTION

The Environmental Stewardship Committee will be chaired on an annual, rotating basis beginning April 1, 2020, in the following order:

- a.) Osceola County Representative
- b.) Lake County Representative
- c.) One of Citizen Representatives
- d.) Orange County Representative
- e.) Brevard County Representative
- f.) Seminole County Representative
- g.) City of Orlando Representative

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

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

SUPPORT STAFF

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

MEETINGS

The Environmental Stewardship Committee shall meet as required to review projects and programs designed to support the responsible use and protection of the natural environment and provide guidance to CFX staff and consultants. Meetings may be called by the Executive Director, Chief of Infrastructure or the Environmental Stewardship Committee Chair.

Public notice shall be provided in accordance with state law.

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

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

QUORUM

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

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

ADOPTED this _____ day of March 2020.

Brenda Carey
Board Chairman

ATTEST: _____
Mimi Lamaute
Board Services Coordinator

Approved as to form and legality:

Diego "Woody" Rodriguez
General Counsel